

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

KEENAN & ASSOCIATES

Insurance Broker and Risk Consulting Services (RFP No. 2057)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and KEENAN & ASSOCIATES, a California corporation ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Insurance Broker and Risk Consulting Services (RFP No. 2057) ("Project").

2. **Term.** This Agreement shall be effective on February ____, 2021, and shall remain in effect until June 30, 2026, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Fifty-Six Thousand Seven Hundred Forty-Five Dollars (\$256,745), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Finance Department - Risk Management Division
City of Riverside
Attn: Jaqueline Godínez, Risk Manager
3900 Main Street
Riverside, CA 92522

To Consultant

Keenan & Associates
Attn: Vanessa Pena
4204 Riverwalk Pkwy.
Suite 400
Riverside, CA 92505

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties,

liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. Upon termination or expiration of this Agreement, all confidential information disclosed for purposes of this Agreement shall be returned or destroyed to the satisfaction of the disclosing party of such information. This provision shall survive the expiration or termination of this Agreement.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City. This provision shall survive the expiration or termination of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights

relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or termination of this Agreement.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination

date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid,

unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2. This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3. In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

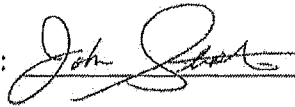
Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

KEENAN & ASSOCIATES,
a California corporation


By: _____
City Manager

By:  _____
John Stephens
[Printed Name]
its President
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

and
By:  _____
KEITH R. PIPPARD
[Printed Name]
its SENIOR VP, SECRETARY
[Title]

Approved as to Form:

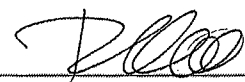
By:  _____
Rosemary Koo
Senior Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will provide to City insurance brokerage and risk consulting services for annual policy renewals and on an as-needed basis. Consultant shall market the City to the broadest insurance marketplace for the cost-effective and timely placement of insurance coverage for all City functions, operations, and programs. Insurance coverage may include, but is not limited to, General Liability, Earthquake, Cyber, Pollution Liability, Hull Aviation and Airport Premises, Museum Fine Arts, Property (Power Plant & City-wide) and Excess Worker's Compensation. Consultant shall utilize the best practices and, in collaboration with the City, provide those coverages with the most comprehensive coverage for the City, with insurance companies and underwriters who will proactively and positively respond to any City claim for coverage.

Additional services included in this fixed-fee scope of work, as the City may desire to use from time to time during the term of this contract include, but are not limited to: marketing the City, its functions, operations, and programs to the broadest insurance marketplace for cost effective and timely placement of insurance coverage; support services to the City for risk loss control services, actuarial services, education and training, insurance coverage analysis, consultation and assistance with claims; market research; policy endorsements; certifications of insurance; and evaluation of properties, underwriting, marketing, vendor contracts, and purchase orders.

City's Fiscal Year begins July 1 and ends on June 30 the following calendar year. Budget review begins in October. At that time, Consultant will be required to have developed "Not to Exceed" costs for the City to include in budget review. Consultant shall prepare and present to the City, the City's expected "Not to Exceed" costs for placement of insurance coverage effectively for July 1 no later than October 10 of each year. Consultant shall prepare and submit to the City, no later than June 1, final costs for each line of coverage the City may wish to purchase for binding effective July 1.

Structure, Market, Evaluate, Negotiate, and Place Insurance Coverage

Consultant will provide the following services:

1. Consultant shall provide a comprehensive evaluation of the City's insurance programs and provide an ongoing proactive review and analysis of existing policies and applicable claims history and prepare an unbiased assessment of program alternatives.
2. Consultant shall make recommendations concerning changes, modifications, consolidations, and/or additions in the terms, conditions and coverage limits needed for the insurance program to protect the City's interests.
3. Consultant shall make a good faith effort to notify the City of all favorable or unfavorable market developments that may include the identification of risk mitigation, risk transfer, risk financing opportunities, and legislation that could affect the City's access to insurance;
4. Consultant shall make recommendations regarding coverage changes in response to such market conditions, should include increasing or decreasing self-insured retentions or purchasing additional coverage ninety (90) days before policy expirations upon a complete understanding of the City's potential exposures and by consulting the City's Risk and Insurance Administrator. Consultant shall provide the City with a written recap of strategies discussed with the City's Risk and Insurance Administrator following any strategy meetings.

5. Consultant shall identify insurance programs, products, and qualified insurers capable of meeting the City's insurance needs and prepare bid specifications for markets capable of quoting for upcoming renewals. Minimum qualifications criteria for insurance placement shall be based upon financial stability, ability to pay claims, the cost of insurance and coverage, and as the City may determine to be in the City's best interest.
6. Consultant shall assist in the preparation of underwriting and insurance applications; gather and organize exposure and loss data for renewal of policies placed; review insurance binders, policies, certificates, and endorsements for accuracy and conformity to specifications, as negotiated; and follow-up with insurance carriers for timely issuance of such documents.
7. Consultant shall involve the City's Risk and Insurance Administrator in insurance renewal negotiations with underwriters for placement of the City's insurance programs. Consultant shall seek a minimum of three (3) different quotes for each line of insurance, when feasible, provide comparisons of key policy terms offered by potential insurance carriers, and negotiate terms that are favorable for the City, when appropriate.
8. Consultant shall utilize insurers that possess a minimum A.M. Best rating of A- with a financial category of seven (7) or higher unless otherwise approved by the City in its sole discretion.
9. Consultant shall submit a thorough renewal presentation each year with policy recommendations and firm quotations to the City's Risk and Insurance Administrator. In no event shall Consultant fail to provide such renewal information any later than June 1 or thirty (30) calendar days before renewal date.
10. With each policy recommendation, Consultant shall clearly identify benefits and disadvantages for each policy recommendation made. Consultant shall bind, place, and invoice coverage promptly upon written approval of selected coverage by the City's Risk Management Division.

Insurance Consulting and Other Services

1. Within thirty (30) days of each insurance renewal, Consultant will provide the City's Risk and Insurance Administrator with the complete insurance summary of all current policies in force. Consultant will also provide an updated insurance summary within thirty (30) days of any change in the insurance summary portfolio for the City.
2. Consultant shall service the insurance policies placed for the City, including processing of all changes in the exposure, coverage, and endorsements. Consultant's Insurance Broker and Risk Consulting Services shall verify the accuracy of invoices within a reasonable amount of time to be agreed by the City's Risk and Insurance Administrator.
3. Consultant shall advise/assist the Risk and Insurance Administrator, City Council, City staff, and other agencies on insurance-related issues, risk reduction techniques, trainings, information, and inspection services by providing education and trainings.
4. Consultant shall obtain updates on insured losses from carriers with which coverage is placed on a regular basis; evaluate loss history for trends and other indicators that might dictate changes in coverage strategy. Consultant shall also provide the following services: claims review, advocacy on behalf of the City for prompt coverage, and payment of claims filed by the City. Consultant shall meet with the City's Risk Administrator at least quarterly to review loss claims issues outlined in this RFP.
5. Consultant shall be available for consultation by phone and/or in-person with City's Risk Administrator/designated staff as reasonably requested. Consultant shall physically attend meetings at City's request.

6. Consultant shall perform the administrative and clerical duties relative to account management and servicing of all existing policies, such as the preparation of insurance applications; certificates; coverage descriptions, policy changes, and endorsements, as requested. All requests of suppliers, Consultants/vendors shall be directed to the City's Risk and Insurance Administrator for approval and processing.
7. Consultant shall assist the City in reviewing leases and other contractual language for risk transfer agreements and required insurance arrangements.
8. Consultant shall provide answers to the City's Risk Administrator/designated staff and obtain clarification from underwriters or adjusters as to coverage or claims questions. Consultant shall assist designated staff in updating the property insurance schedule, including researching any details about said property requested by insurance carriers. This includes the claims submission process and carrier handling of claims, including coordination of identified claims; in claims reporting by placing appropriate carriers on notice of claims, incidents or events, as required; assist in collection of recovery for insured claims representing the City's interest in policy interpretation and other negotiations to effectuate coverage and prompt payment on City claims.
9. Consultant shall provide an online method for the public to procure special event policies for City facility rental agreements/City permits.

Required Reports:

1. Consultant shall provide, in writing, a forecast ("not to exceed") on an annual basis no later than October 10th for the renewal premium costs expected for all City insurance policies to serve as a guidance to the City's Risk and Insurance Administrator for Insurance Broker and Risk Consulting Services budgeting purposes. In addition, the report will provide current insurance market information and trends, coverage changes, rates, etc.
2. Consultant shall provide an annual stewardship/marketing report to include a comprehensive review of the City's insurance programs and established goals and objectives to reduce the City's total cost of risk; marketplace changes; highlights of concerns; and make recommendations as to the most appropriate strategies to implement which best meet the City's needs.
3. Consultant shall develop, recommend and/or advise on an internal cost-allocation system to be utilized by the City. Consultant shall provide premium allocation reports indicating rates for each line of coverage, so payment costs are recouped accordingly.

Continuing Education and Training Seminars:

1. Consultant may be called upon to advise or assist the City's Risk Administrator in the education of City Councilmembers, executive staff, contract administrators or other agencies/departments on insurance-related programs.
2. Consultant may be called upon to advise any new administrative staff in the maintenance of certificates, policy endorsements, and binders.

EXHIBIT "B"
COMPENSATION

Compensation for Services:

- A. For Specified Services.** Consultant shall be compensated in accordance with the Payment Schedule, for the performance of Specified Services set forth in Exhibit "A" of this Agreement.
- B. For Additional Services.** Consultant's compensation for Additional Services shall be as mutually agreed to by the Parties prior to Consultant providing Additional Services.
- C. Payment Schedule.** Consultant shall be compensated on an annual basis in accordance with the following payment schedule, for the performance of Specified Services identified in Exhibit "A":

D. Price Proposal

Year 1: For the period beginning February 1, 2021, and ending June 30, 2022, Consultant shall be paid a fee of Forty-Nine Thousand Five Hundred Dollars (\$49,500).

Year 2: For the period beginning July 1, 2022, and ending June 30, 2023, Consultant shall be paid a fee of Forty-Nine Thousand Five Hundred Dollars (\$49,500).

Year 3: For the period beginning July 1, 2023, and ending June 30, 2024, Consultant shall be paid a fee of Fifty-One Thousand Nine Hundred Seventy-Five Dollars (\$51,975).

Year 4: For the period beginning July 1, 2024, and ending June 30, 2025, Consultant shall be paid a fee of Fifty-One Thousand Nine Hundred Seventy-Five Dollars (\$51,975).

Year 5: For the period beginning July 1, 2025, and ending June 30, 2026, Consultant shall be paid a fee of Fifty-Three Thousand Seven Hundred Ninety-Five Dollars (\$53,795).

Total 5 Year Compensation: Two Hundred Fifty-Six Thousand Seven Hundred Forty-Five Dollars (\$256,745)

EXHIBIT "C"

KEY PERSONNEL

Vanessa Pena, Account Executive & Lead Consultant

Monica Mojarro, Account Manager, Service & Administration

Melissa Gomez, Account Coordinator, Technology & Administration Support

Jessica Blushi, Assistant Vice President, Casualty Marketing Expert

Rena Svetic, Sr. Account Manager, Property & Ancillary Marketing Expert