

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

KEENAN & ASSOCIATES

Employee Benefit Consulting and Underwriting Services

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2025 ("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 Employee Benefit Consulting and Underwriting Services ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2028, unless otherwise terminated pursuant to the provisions herein. The term of this Agreement may be extended by mutual consent of the parties for two additional two-year terms, through and including June 30, 2032.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Eighty-Nine Thousand Eight Hundred Dollars (\$89,800.00), annually 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.

Please note: Commissions paid to the Consultant for employer-provided benefits shall be used to offset and reduce, dollar for dollar, the annual consulting fee paid by the City to the Consultant. In the event that such commissions paid to the Consultant exceed the annual consulting fee paid by the City to the Consultant, such commissions shall be paid to the City directly.

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

Human Resources Department
City of Riverside
Attn: Michelle Vizcarra
3900 Main Street
Riverside, CA 92522

To Consultant

KEENAN & ASSOCIATES
Attn: Keenan Legal Department
2355 Crenshaw Blvd, Ste 200
Torrance, CA 90501

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 in writing 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.

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.

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.

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. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **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.

34.1 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.

34.2 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.

34.3 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.

35. **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

[SIGNATURES ON THE FOLLOWING PAGE]

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: 
Print Name: LAURIE LOFRANCO
Title: SR. VICE PRESIDENT
(Signature of Board Chair, President, or
Vice President)

Attest: _____
City Clerk

and

By: 
Print Name: ANGEL SALINAS
Title: CFO
(Signature of Secretary, Assistant Secretary,
CFO, Treasurer, or Assistant Treasurer)

Certified as to Availability of Funds:

By: 
~~Asst.~~ Chief Financial Officer

Approved as to Form:

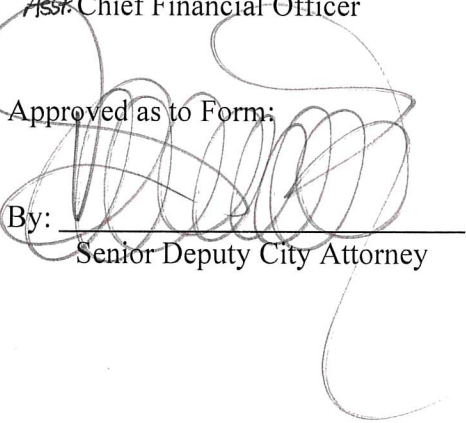
By: 
Senior Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT A

Scope of Services

The requested Professional Consulting Services shall consist of two (2) components (listed below), the first being Benefits Consulting services and the second being Communication services; for the following insurance plans: Medical, Dental, Vision, Life/Additional Life, Disability (Short-term and Long-term), Critical Illness Plans, Flexible Spending Plan (Health and Dependent Care), Legal Plan, Employee Assistance Plan (EAP) and any other new plans adopted through the course of the new Contract, in addition to assisting with the Retiree Plan Administrator Contract.

A. Benefits Consulting Services shall include the following:

1. Assisting with setting objectives, strategic planning and development of long-range goals for all insurance plans listed above.
2. Recommending and establishing plan designs, recommending and establishing premium structures and rate sheets for all bargaining units and groups. Developing plan documents and performing contract review.
3. Negotiating renewal options with current insurance providers, including, but not limited to premiums, benefit levels and plan design, performance measures and guarantees, contractual terms and conditions and quality assurance standards. Determining and recommending the most economical funding methods for the benefit programs; soliciting additional bids from other providers for comparison purposes.
4. Performing plan evaluations and cost effectiveness analysis on current plans along with identifying and developing cost-saving alternative benefit strategies and plans.
5. Assisting the City with the implementation and communication of new insurance plans/programs or changes to existing plans/programs.
6. Conducting utilization and cost analysis studies and preparing reports; providing annual reviews and reporting of employee benefits programs for quality and adequacy of benefits provided.
7. Providing local and national market trend studies; advising City staff on changing benefit issues and experience trends.
8. Assisting the City in administering all group insurance plans/programs. Providing timely customer service and assistance to staff and employees with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.

9. Act as liaison between the City and insurance providers and aid in resolution of outstanding claims relating to benefits.
10. Researching and advising the City and Benefits staff of any new developments in the law, legal compliance and employee benefit programs at defined intervals or as new issues arise.
11. Providing information during contract negotiations with bargaining units and/or associations.
12. Conducting special studies and preparing reports pertaining to benefits and wellness plans/programs, as requested by the City including annual accounting report of all plan operations.
13. Working on special projects pertaining to benefits and wellness management as requested by the City.
14. Preparing bid specifications and soliciting proposals from insurance markets which specialize in group insurance plans as needed. Evaluating bids and bidders per criteria established by the City. Assisting the City with implementation of new plans/programs as necessary.
15. Providing on-site training to City staff, as needed, regarding regulatory updates and/or best practice seminars for the effective administration of benefit plans.
16. Assisting City staff with annual audits to ensure compliance with all federal and state mandated reporting and posting/notice requirements for benefit plans.
17. Assisting City staff with the legal implementation of the federally mandated Affordable Care Act and all its components, including providing guidance, tools and resources to assist with legal compliance.

B. Benefits Communications Services shall include the following:

1. Providing a comprehensive plan for dissemination of benefits information and materials to employees to include multiple work site locations. In the event of plan design changes, it is expected that multiple sessions will be conducted by the Benefits Consultant with the greater employee population for the purpose of education and answering questions.
2. Providing a comprehensive bi-weekly report with status updates on all projects/items between the City and the Consultant.
3. Materials related to employee benefits programs, (i.e. booklets, benefits summaries, rate sheet summaries) designed to increase employee awareness of benefits plan options based upon bargaining unit. (Please provide samples of materials).

4. Attending the Annual Health and Wellness Fair, and annual Fall Open Enrollment events (5-6 events per year), including contacting and coordinating vendor participation in events. Support the Wellness event to include sponsorship contribution and employee raffle items and health related giveaways. (Please include your timeline and proposed scope of involvement and contribution in these events).
5. Attending regular meetings with the Health and Benefits Committee (HBC) to advise of plan options and provide status of negotiations with benefit providers. Provide comprehensive report with agreed upon renewal rates, plan design changes, etc.
6. Providing materials for use at new employee orientations and/or new supervisor orientations. (Please provide samples of materials). Develop communication strategy with employees, providers, and Human Resources staff.
7. Attending meetings with City staff to implement changes and updates. Frequency of meetings will vary as benefit and wellness programs are addressed during the year.
8. A detailed proposed schedule for transition, if applicable, to include a timetable for the 2025 year's annual Open Enrollment, held annually in late Fall (November) for January 1, 2026, effective date.
9. A list of regular communications and reports that the Benefits Consultant supplies to the Human Resources Department and/or employees which are covered within the regular rates that the Benefits Consultant charges to the City. Also, include information as to the frequency of when these reports are provided to the City and/or employees (weekly, month, quarterly etc).
10. Meet and communicate with insurance carriers as needed to assist the City in the resolution of difficulties associated with the benefit programs.

The Consultant shall also meet regularly with City Human Resources Staff, apprise them of contemporary practices, legislative compliance, trends in overall benefit plan administration; along with options, wellness and the services arena, while providing prudent recommendations. The City expects the Consultant to do market research, prepare reports and various cost calculations on a variety of employee insurance related plans/options, and to provide in-house services to the Human Resources Department, the HBC, and Department Directors.

EXHIBIT "B"
COMPENSATION

G. PRICING

All proposals submitted shall have a stated dollar bid amount for providing services outlined in the Scope of Services. All proposals shall include a breakdown of the costs. Proposals shall include a breakdown of the proposed fees including the following:

- a. A complete cost breakdown of the program on a fixed fee basis, to include the number of hours associated with the fee, including travel time to and from the City of Riverside.*

Keenan shall receive commissions from medical insurance carriers for the placement of insurance coverage pursuant to this Agreement. The City of Riverside shall have no responsibility for the payment of any such commission to Keenan. The City of Riverside acknowledges that commissions paid by insurance carriers and/or other vendors that are directly related to the coverage purchased by the City may impact the pricing that Keenan is able to obtain for the City of Riverside for such coverage.

Once all fees and commissions payable above have been received, Keenan will perform a reconciliation of the total amount received. If the amount received is less than \$89,800, the City of Riverside will be balance billed for the difference. If the amount received is over \$89,800, Keenan will return to the City of Riverside the amount of the overage.

Proprietary add on programs that the City may from time to time participate in are excluded from the above pricing. Examples of such proprietary programs include: Futuris Care, RetireeFirst, KPPC, CompleteCare, Voluntary benefits, and other proprietary programs not yet developed but that may result in savings to the City that are greater than the fee associated with the program.

Keenan will provide a report annually, detailing all compensation. Further details addressing overrides and general compensation issues are included in Keenan's Disclosure Policy, included on our website at <https://www.keenan.com/Disclosure-Policy>.

The estimated number of hours represented by this fee is: 400

- b. For identifiable services, include billing rates for individuals assigned.*

The following chart provides insight into our hourly billing rates.

Classification	Hourly Rate
Practice Leader	\$450
Lead Consultant	\$300

Classification	Hourly Rate
Technical Consultant	\$300
Supporting Consultant	\$300
Service Consultant	\$250
Underwriting Consultant	\$400
Actuary	\$400
Underwriter	\$300
Wellness Consultant	\$225
Wellness Specialist	\$200
Technology Consultant	\$250
Communications Consultant	\$275
Legislative / Regulatory Consultant	\$250
Employee Benefit Attorney	\$250
Art Director	\$200
Videographer	\$200
Graphic Designer	\$175
Digital Marketing Specialist	\$175
Technical Writer	\$175
Clerical	\$125

Please note our proposed annual fee is not impacted by this fee chart. Keenan will not request additional funding should an overage in hours occur. The compensation proposed above response takes into account the hourly fee schedule.

c. Include the fee for printed materials, if not included above.

The fee for printed materials is \$800 annually.

Please note: Commissions paid to the Consultant for employer-provided benefits shall be used to offset and reduce, dollar for dollar, the annual consulting fee paid by the City to the Consultant. In the event that such commissions paid to the Consultant exceed the

annual consulting fee paid by the City to the Consultant, such commissions shall be paid to the City directly.

Read and understood.

EXHIBIT "C"

KEY PERSONNEL

D. COMPANY PERSONNEL

This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.

Keenan provides services through a dedicated team, supplemented by corporate resources. The primary consultant will be Terry Luczaj, cell # : 714-478-5153. The City of Riverside will be provided with a comprehensive contact information for your account team after award. All Keenan employees can be reached by calling our toll free number 800.654.8102.

Keenan does not anticipate utilizing any subcontractors on this project.

Primary Service Team – Day-To-Day Support

- **Terry Luczaj** – Sales Executive/Lead Consultant
- **Marshwan Swims** – Account Executive/Account Manager
- **Tanya Cabot** – Senior Service Analyst

Corporate Resources

- **Laurie LoFranco** – Senior Vice President, Employee Benefits Distribution Leader
- **Tom Edwards** – Senior Vice President, Underwriting & Actuarial
- **Christine Hough** – Vice President/Actuary
- **Amy B. Donovan, Esq.** – Senior Vice and Chief Counsel, Employee Benefits Compliance, Keenan Region
- **Robin Rager** – Vice President, Health Management

Following are brief biographies of these team members detailing their experience and professional credentials.

Terry Luczaj - Sales Executive/Lead Consultant

Terry Luczaj is a results-driven employee benefits consultant with extensive experience in successful business and strategy development. With over 27 years of employee benefits experience, both in the carrier and consultant role, he has developed insight that is effective in bringing all stakeholders together to build “win/win” solutions driving true partnerships with his clients and carriers.

Terry graduated from the University of Wisconsin-Whitewater with a Bachelors Degree in Business Administration-Finance and has also earned a Chartered Leadership Fellow designation from The American College. Shortly after graduating college, he started his career in the insurance industry as an agent. Terry quickly moved up the leadership ranks with a proven track record of building and supporting top performing growth organizations in several markets across the U.S. Recently he led the West Coast for an emerging employee benefits carrier responsible for building distribution supporting the Public Sector market.

Additionally, Terry is committed to being a student of the industry and continuing a path of education to bring value and insight to his clients. Recently he has attended the following conferences/workshops; League of California Cities, CALPELRA, CalPERS Educational Forum, PSHRA, PARMA, SHRM and PIRHA.

Marshawn Swims – Account Executive/Account Manager

Marshawn Swims is responsible for all aspects of account management to include key group benefit accounts. Her role in account management includes strategic planning, carrier negotiations, implementation management, enrollment support, billing, eligibility, claims issues and servicing, establishing employee communication and supporting open enrollment. She has completed has a master's degree in Public Administration with a focus in Human Resources Management. She holds an Accident & Health or Sickness and Life license with Long Term Care certification.

Prior to joining AP/Keenan, Marshawn served as a human resources administrator with a public agency and has 20 years of experience working in the public sector. With a strong foundation on the employer side, she strives to place focus on providing comprehensive, proactive, and timely service to clients while striving to assist employers and employees with navigating and understanding employee benefits.

Tanya Cabot – Senior Service Analyst

Tanya Cabot, Senior Service Analyst, joined Keenan in April 2017 and has over 15 years of experience in all aspects of employee benefit services, including working in the Human Resources Department corporate office of a big hospital chain located in Orange County and throughout the San Gabriel Valley.

Tanya started her career working on the insurance carrier side at some of the big-name insurance companies such as Unum and Cigna as an administrative assistant in the Sales Department, as well as working for various other brokers such as Alliant Insurance Services and Lockton, Inc. Tanya holds a Life, Health and Accident License, a Property and Casualty License and holds a HIAA Designation, as well as a Managed Care Professional Designation.

Laurie LoFranco – Senior Vice President, Employee Benefits Distribution Leader

Laurie LoFranco has more than 36 years of experience in human resources and employee benefits. Laurie joined Keenan in 2008 after spending the previous 12 years as the Human Resources Director at a city in Southern California. Laurie was the chief negotiator with the unions at the city which included police and fire unions. Laurie managed the PEMCHA medical program as well as all employee benefits for the city. Laurie holds an IPMA-CP certification and Life and Health Insurance License. Laurie graduated from the College of Notre Dame with a degree in Human Services and holds a Master's Degree in Public Administration from California State University, San Bernardino.

Laurie's deep industry knowledge, decades of experience, and passion for empowering her team, drives innovation in a fast-paced field, ensuring efficiency and success. She presents her clients with creative and powerful benefit solutions which allows them to successfully provide a "Best in Class" benefit package that attracts and retains top talent.

Her expertise creating consensus and trust with unions has helped create a smooth transition when implementing benefit changes. A CalPERS participant herself, she has managed both the medical plans and the retirement system and has a breadth of knowledge allowing clients to lean on her guidance in these coverages.

Tom Edwards – Senior Vice President, Underwriting & Actuarial

Tom Edwards, Senior Vice President in the Benefits Underwriting and Actuarial Services Department at the Torrance office, is responsible for Statewide Technical Consulting and Strategic Planning for our largest and most significant clients. Tom's responsibilities cross all three of our specialty lines; schools, municipalities and hospitals. He is also responsible for company-wide group benefit research and development, and maintenance and development of insurance carrier relationships.

Prior to joining Keenan in 1987, he worked for The Equitable as underwriting consultant for the northern California region. Tom began his career in the employee benefits industry in 1980 with Transamerica, as Senior Underwriting Consultant and Manager of the Group Contracts department. He has conducted numerous benefit seminars on a wide variety of subjects and contributed articles to several publications.

Tom graduated from California State University, Northridge with a degree in Business Administration. He is also a Fellow of the Life Management Institute (FLMI).

Christine Hough – Vice President/Actuary

Christine Hough, a Vice President in the Torrance office, has more than 20 years of consulting experience in the employee benefits field. She supports the Account

Executives at Keenan in the design and analysis of all lines of insurance coverage that includes medical, dental, life/AD&D, and LTD.

Prior to joining Keenan, Christine was with Mercer Human Resource Consulting and Towers Perrin HR Services where she provided actuarial valuation and consulting services. Her clients included leading companies in the aerospace/defense, energy, motion pictures, banking, engineering/construction, and automotive industries.

Christine is a Fellow of the Society of Actuaries and a member of the American Academy of Actuaries. She has a Bachelor of Science degree in Computer Science and Engineering and a Master of Science degree in Electrical Engineering from California State University, Long Beach.

Amy B. Donovan, Esq. – Senior Vice and Chief Counsel, Employee Benefits Compliance, Keenan Region

Amy Donovan is Senior Vice President and Chief Counsel, Employee Benefits Compliance and is Keenan's primary source for legislative and regulatory research, analysis, and advocacy. Amy authors the firm's briefings and position papers on emerging legislation, regulation and litigation and works with stakeholders at a state and national level to advocate on issues that impact the firm and its clients. As a member of the Council of Insurance Agents and Brokers (CIAB) Legal Counsel Working Group, she meets regularly with federal lawmakers, lobbyists and thought leaders to discuss national trends in health and liability insurance issues. She brings that knowledge to bear in addressing Keenan clients throughout California on such topics as the ACA, Family and Medical Leave Act, Section 125 Cafeteria Plans. She has been with the firm since 2006.

Prior to working at Keenan, Amy worked for 11 years as a civil litigator and litigation manager in New Jersey. Among her areas of expertise are employment discrimination and employee benefits. Through her volunteer work with the New Jersey Junior Leagues, Amy also advocated for legislation impacting children's health and safety.

Amy graduated from Smith College with a Bachelor of Arts in American Studies and received her Juris Doctorate from Seton Hall University School of Law, where she handled federal disability appeals as a volunteer and worked as a research assistant for then-Congressman Charles E. Schumer of New York. She is admitted to the bar in both California and New Jersey.

Robin Rager – Vice President, Health Management

Robin Rager, Vice President of Health Management, joined Keenan in 2010. Robin has been involved in the field of health promotion for more than three decades, both as a consultant and as a college professor. His consulting and academic activities have focused on individual and population health assessment, and the design and evaluation of effective health promotion and disease management programs in a variety of

populations and settings - ranging from health care systems to railroad workers to military personnel to migrant farmworkers.

Robin supports both Public Agency and HealthCare current and prospective customers. He also holds a Ph.D. in Health Education, has taught at two universities over a 15-year period, authoring numerous articles on wellness.

Prior to joining Keenan, Robin was the owner of Optimum Health Management, which provided health management services to businesses and health care organizations, including needs assessment, program design, marketing, online and onsite health promotion services, and program evaluation. His research and development projects have included a variety of workforce studies related to the impact of health risk reduction and disease management interventions (e.g., smoking cessation, weight management, diabetes management, sleep/fatigue and alertness, depression/anxiety management, injury prevention, health-related impairment in worker productivity), nutritional supplement product efficacy; the design of online health risk assessment instruments; the design of health care claims analysis systems; and the development and management of a risk-rated employee wellness incentive program.

During his two decades in academia, Robin was a health education professor at Penn State University and Texas Woman's University and served as the Director of PSU's Center for Worksite Health Enhancement. He has been honored as a Fellow of the Association for Worksite Health Promotion (FAWHP), served as chair of the American Public Health Association's Worksite Health Promotion Committee, and participated in the development of the Healthy People 2010 Objectives for the Nation as a member of the Worksite Health Promotion Work Group.

Company shall provide at least five (5) references, within the past seven (7), of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, email addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

Keenan provides services to more than 1,100 public agency clients. Following please find five client references where we are providing similar services to those requested in this RFP.

Client Name:	Nevada County
Address:	950 Maidu Ave. Nevada City, CA 95959
Contact Name and Title:	Steve Rose, Director of Human Resources
Phone Number:	530.265.7046
Email:	Steven.rose@nevadacountyca.us

Description of Services:	Employee Benefits Broker
Client Name:	Riverside Community College District
Address:	3801 Market Street, Suite 210 Riverside, CA 92501
Contact Name and Title:	Tammy Few, MBA, SPHR-SCP, CLRP
Phone Number:	951.222.8595
Email:	Tammy.Few@rccd.edu
Description of Services:	Employee Benefits Broker
Client Name:	San Bernardino County
Address:	175 West Fifth Street, 1 st Floor San Bernardino, CA 92415
Contact Name and Title:	Alexander “Sandy” Meier, Human Resources
Phone Number:	909.387.9638
Email:	Alexander.Meier@hr.sbcounty.gov
Description of Services:	Human Resources Consulting
Client Name:	City of Fountain Valley
Address:	10220 Slater Ave. Fountain Valley, CA 92708
Contact Name and Title:	Carrie Hanes, Human Resource Director
Phone Number:	714.593.4506
Email:	carrie.hanes@fountainvalley.gov
Description of Services:	Employee benefits consulting/broker
Client Name:	City of Brea
Address:	1 Civic Center Circle Brea, CA 92821
Contact Name and Title:	Michelle Munoz, Human Resources Analyst II
Phone Number:	714.990.7715
Email:	michellem@cityofbrea.net

Description of Services:

Employee benefits consulting/broker

The Proposal must demonstrate that the Company, or its key personnel, has at least seven (7) years of experience, within the past seven (7) with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services (Exhibit "A"). A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

Keenan has been providing employee benefits consulting services since 1972. Keenan's Department of Insurance License Number is 0451271. A copy of our license is located in **Appendix 3** documenting our license status since 1972.

Keenan has never filed or been petitioned into bankruptcy or insolvency.