

# PROFESSIONAL CONSULTANT SERVICES AGREEMENT

TETRA TECH, INC.

## CONTINUATION OF OPERATIONS PLAN WORKSHOPS

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and Tetra Tech, Inc., 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 Continuation of Operations Plan Workshops (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until July 10, 2026, unless otherwise terminated pursuant to the provisions herein.

2.1 **Option to Extend – Term.** The City, in its sole discretion, shall have the option to extend the term of this Agreement for one (1) year, or until May 31, 2027, to provide for additional services as described in Exhibits “A” and “B” attached.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One-Hundred Five Thousand Dollars (\$105,000.00) 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.

3.1 **Option to Extend – Compensation/Payment.** Should the Option to Extend in Paragraph 2.1 be exercised by City, Consultant shall be compensated an additional sum not to exceed Twenty-Five Thousand Three-Hundred Forty Dollars (\$25,340.00) in accordance with the same terms stated in Paragraph 3 above. In no event shall the total payment or compensation under this Agreement exceed One-Hundred Thirty Thousand Three Hundred Forty Dollars (\$130,340.00).

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:

[Continued on next page]

To City  
Fire Department  
City of Riverside  
Attn: Mark Annas  
3900 Main Street  
Riverside, CA 92522

To Consultant  
Tetra Tech, Inc.  
Attn: Betty Kamara  
3475 E. Foothill Boulevard  
Pasadena, CA 91107

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](http://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. **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 the Exhibits attached hereto, the terms contained in this Agreement 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

TETRA TECH, INC.,  
a California corporation

By: \_\_\_\_\_  
City Manager

By: Jonathan Burgiel  
Jonathan Burgiel [Jan 22, 2026 18:55:22 EST]  
\_\_\_\_\_  
Jonathan Burgiel

[Printed Name]

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Business Unit President  
[Title]

and

Certified as to Availability of Funds:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
[Printed Name]

Approved as to Form:

\_\_\_\_\_  
[Title]

By: Jacob Guerard  
Jacob Guerard [Jan 22, 2026 11:24:20 PST]  
Deputy City Attorney

CA#312899 JSG/ta 12/2025

**EXHIBIT “A”**

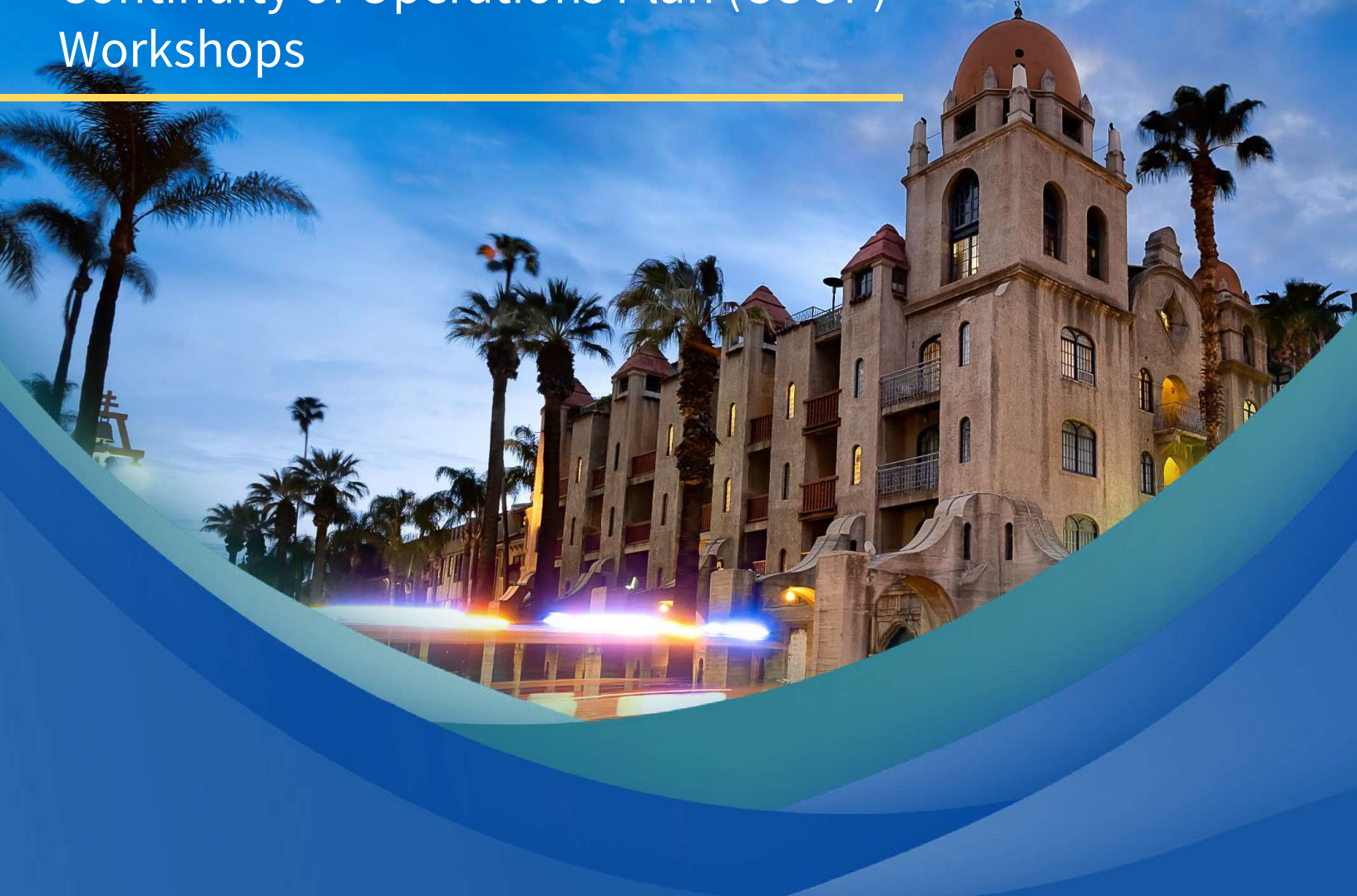
**SCOPE OF SERVICES**



TETRA TECH

# The City of Riverside

Continuity of Operations Plan (COOP)  
Workshops



Proposal for RFP No. 2506

Tetra Tech, Inc. | October 2025

## Approach

Tetra Tech recognizes that COOP planning has historically been developed with government agencies in mind, emphasizing complex regulatory frameworks and formalized structures. While these approaches are effective for large public entities, they can be overwhelming and impractical for small businesses and non-profits, who often have limited staff, budgets, and time.

Our approach is tailored specifically for this audience. We focus on practical, accessible tools that help organizations identify their essential functions, outline realistic recovery strategies, and build resilience without unnecessary jargon or bureaucracy. By using plain language, interactive exercises, and right-sized templates, participants leave the workshops not only with knowledge, but with an actionable work plan that fits their unique organizational context.

## Project Management and Kickoff

**Project Planning Meeting.** Tetra Tech’s project manager will begin the project by conducting a one-hour virtual project planning meeting with the City project manager. The objectives of this meeting are to confirm the project timeline, discuss partners to engage for workshop advertising (e.g., Chamber of Commerce), and initiate workshop scheduling discussions. Tetra Tech will prepare an agenda for this meeting and will provide a written meeting summary within one week of the meeting taking place.

**Project Management Plan.** Following the project planning meeting, Tetra Tech will develop a project management plan to serve as a guide for operational execution of the project. The project management plan will outline the project scope, establish the project schedule and project team, and outline communications protocols. The project management plan will also identify key personnel from the City and supporting organizations for inclusion in the assessment and planning process. The plan will be submitted to the City project manager five business days following the project planning meeting and one round of edits will be supported.

**Monthly Status Meetings.** Tetra Tech recommends holding monthly virtual check-in calls with the City project manager to maintain steady progress and alignment throughout the project. These 30-minute calls will provide an opportunity to review completed activities (e.g., workshop deliveries, office-hour sessions, and content development), discuss any logistical or scheduling challenges, and confirm upcoming tasks for the next month. Topics may include workshop attendance and feedback, coordination with outreach partners, updates on online resource content, and progress toward final reporting requirements. Tetra Tech will provide up to two team members for each call: one to lead the discussion and one to capture notes. A brief written summary will be provided within one week of each meeting.

## Task A. Workshop Design & Delivery

### A.1 Workshop Design

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Tetra Tech will develop a tailored curriculum to meet the needs of this unique audience group. Following principles of instructional design and focusing on adult learners, Tetra Tech will develop an interactive and engaging workshop lesson plan that provides stakeholders with the knowledge and information they need to complete their own plan following the workshop. We will include hands-on activities that help participants conceptualize risk assessment, essential functions, communications planning, and recovery strategies.



The table below outlines the proposed materials that will be developed to support workshop conduct. Materials will be developed in Microsoft Word or PowerPoint as appropriate. One round of edits will be supported for the documents listed below.

Proposed Document	Description/Purpose
<b>Lesson Plan</b>	<ul style="list-style-type: none"> <li>Workshop outline detailing learning objectives, timing, and instructional methods to be implemented</li> </ul>
<b>Slide Deck</b>	<ul style="list-style-type: none"> <li>Visual presentation to explain key concepts, provides examples, and guides participants through interactive discussions and exercises</li> </ul>
<b>Participant Handout</b>	<ul style="list-style-type: none"> <li>Take-home reference for students that will serve as their work plan to complete their COOP plan after the workshop</li> </ul>
<b>Instructor Guide</b>	<ul style="list-style-type: none"> <li>Behind-the-scenes manual for workshop facilitator that details talking points, activity instructions, and references to additional resources</li> </ul>
<b>Workshop Flyer</b>	<ul style="list-style-type: none"> <li>One-page, highly visual document to be used to advertise the workshop in coordination with community partners</li> </ul>
<b>Registration Site</b>	<ul style="list-style-type: none"> <li>Online portal for attendees to sign up, access logistical information, and for organizers to track participation</li> </ul>
<b>Participant Feedback Survey</b>	<ul style="list-style-type: none"> <li>Electronic survey to be sent to participants following the workshop to measure knowledge gained and potential areas for improvement</li> </ul>

## A.2 Workshop Delivery

**Site Identification and Preparation.** Tetra Tech will work with the project sponsor to identify and secure appropriate locations to host the workshops. Virtual workshops will be hosted via Microsoft Teams. Tetra Tech will work with the project sponsor to develop a workshop delivery schedule that avoids holiday periods. We are prepared to stagger workshops across regions.

For in-person sessions, Tetra Tech will arrive in advance to ensure the room is arranged appropriately (seating, audiovisual (AV), and materials). We will coordinate with City staff or venue managers to confirm readiness prior to the session. For virtual workshops, Tetra Tech will conduct pre-session checks of audio/visual systems and provide access to workshop links and materials.


“We needed an experienced and skilled team of emergency management professionals to accomplish a hugely ambitious and complex project on a very tight timeframe. We were fortunate that we found that team with Tetra Tech. They impressed us right from the start, plugging in immediately to drive the project schedule and deliver the right information and resources to the right place at the right time. The positive energy and ‘can do’ attitude of the Tetra Tech team allowed us to meet our deadlines and to meet the expectations of demanding stakeholders across our dynamic healthcare enterprise. The support we received from Tetra Tech was critically important to the success of this important endeavor.”

- Kelly R McKinney PE CBCP

Assistant Vice President Emergency Management + Enterprise Resilience, NYU Langone Health



## Exhibit 1. Sample Training Agenda



# RIVERSIDE

## URBAN AREA SECURITY INITIATIVE

ENHANCING THE PREPAREDNESS LEVEL OF HIGH THREAT COMMUNITIES

### Continuity of Operations Plan (COOP) Workshop

9:00 AM – 1:00 PM  
Trainer: Sara van der Capellen, MBCP, MEP

9:00 – 9:15	<b>Welcome and Introductions</b> Overview of objectives; participant introductions; set expectations
9:15 – 9:45	<b>COOP Basics: Why Does Continuity Planning Matter?</b> Plain-language overview; discussion of real-world disruptions affecting small businesses/nonprofits
9:45 – 10:30	<b>Identifying Essential Functions</b> Guided activity: list critical functions; group discussion of challenges in maintaining operations
10:30 – 10:45	<b>Break</b> Networking, informal discussions, and refreshments
10:45 – 11:45	<b>Building Blocks of COOP</b> Topics: risk assessment, communication, recovery strategies, staffing/resources; use of templates and checklists
11:45 – 12:30	<b>Drafting a COOP Framework</b> Hands-on drafting using template; small group sharing and facilitator feedback
12:30-1:00	<b>Next Steps and Resources</b> Introduction to online resource library, office hours, and additional tools; distribute feedback survey
1:00	<b>Wrap-Up and Closing Discussion</b> Final Q&A; participant reflections and key takeaways


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**Resources:**

**Email:** [SampleAddress@TetraTech.com](mailto:SampleAddress@TetraTech.com)

**Materials Library:** [RiversideHostedSite.gov](https://RiversideHostedSite.gov)

**Office Hours:** Tuesdays, 10:00 AM – 12:00 PM PST  
January 13<sup>th</sup> - June 30<sup>th</sup>  
Via Teams link (see Email)

 **TETRA TECH**

**Conduct.** Tetra Tech is prepared to conduct up to 12 deliveries of the workshop (four workshops each in three identified regions) as requested in the RFP. We will offer a total of 9 in-person and 3 virtual deliveries of the workshop and will accommodate up to 40 students per workshop session. Workshops are anticipated to be no more than 4 hours per session. Tetra Tech will deliver the same lesson plan and utilize the same course materials for each workshop delivery. Tetra Tech will provide a facilitator for the in-person workshops and a facilitator and support person for virtual workshops to increase participant engagement.

Exhibit 1 provides a sample training agenda that will be fully customizable to meet the City's needs. Additional activities, structured discussions, or interactive exercises can be incorporated into the agenda during early planning meetings with the City. In order to provide small businesses and nonprofits with the most relevant and curated curriculum, Tetra Tech will iteratively adapt workshop agendas based on feedback from the participants of the previous workshops.



## Task B. Post Workshop Assistance

Tetra Tech recognizes that participants are likely to identify additional questions or require additional clarification after they leave the workshop session. We are prepared to provide support to workshop participants following their session in several ways.

### B.1 Office Hours

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Tetra Tech will host open virtual sessions where multiple organizations may participate at once. This will allow attendees to ask follow-up questions, receive clarification, and share progress on their plan development. Because participants will hear the challenges and solutions raised by others, these sessions also provide an opportunity for informal peer learning, with the facilitator guiding discussion to ensure value for all.

**Scheduling and Logistics.** Tetra Tech will coordinate with the City to publish a schedule of office-hour sessions at the outset of the project, providing participants with the dates and times well in advance. Each office hours session will be conducted virtually through Microsoft Teams. Links and instructions for joining will be distributed to workshop participants via email following each workshop. Participants will be able to drop in at any time during the session. To assist with planning and ensure coverage, an online registration form will also be provided so participants can indicate which office-hour sessions they plan to attend.

**Operations.** Tetra Tech will provide up to 48 total hours of virtual office hours across the project period, consistent with the RFP requirement of two sessions (two hours in duration) following each of the 12 workshops. To maximize accessibility and efficiency, attendance will not be limited to participants of a single workshop. Instead, participants from any workshop will be able to join any of the scheduled office hours sessions. This approach provides multiple opportunities to access additional guidance while also promoting broader participation and flexibility for small businesses and nonprofits that may face scheduling challenges. Tetra Tech will provide one team member for each office hours session.

**E-mail Availability.** In addition to the scheduled office hours sessions, Tetra Tech will provide limited email-based support to address minor clarification questions from participants. To maintain focus on the group-based training model, email responses will be reserved for straightforward questions (e.g., accessing materials, locating templates, or clarifying key workshop concepts). More substantive or complex questions will be referred to the next available session to give participants full support in an interactive format.

## Task C. Online Resource Development

### C.1 Webpage Content

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Tetra Tech understands that the City of Riverside will be responsible for hosting and designing the online resource library. Our role will be to provide the content in a ready-to-use format that the City can upload and maintain. To support this effort, Tetra Tech will deliver a set of practical, audience-focused materials designed to guide participants as they continue their COOP development beyond the workshop setting. Many of these materials will also be used in the workshop itself.

The content for the online resource is outlined in the table below. Materials will be developed in Microsoft Word or PowerPoint as appropriate. One round of edits will be supported for the documents listed below. By

delivering this package of content, Tetra Tech will equip the City with a ready-to-publish library that extends the impact of the workshops and offers participants multiple avenues for continued learning.

Material	Description
<b>Step-by-Step Template Plan and User Guide</b>	Structured tool that walks organizations through the COOP process with clear, actionable instructions
<b>COOP Terms One-Pager</b>	Plain-language reference sheet that defines key continuity terms in an accessible way
<b>Workshop Recording</b>	Recording of the core workshop presentation (without participants), providing an on-demand refresher of essential concepts
<b>Frequently Asked Questions (FAQ) Document</b>	Compiled list of common questions and answers to reinforce understanding.
<b>Curated Resource List</b>	Vetted list of external COOP and resilience resources selected by Tetra Tech for their reliability, clarity, and relevance to small businesses and non-profits

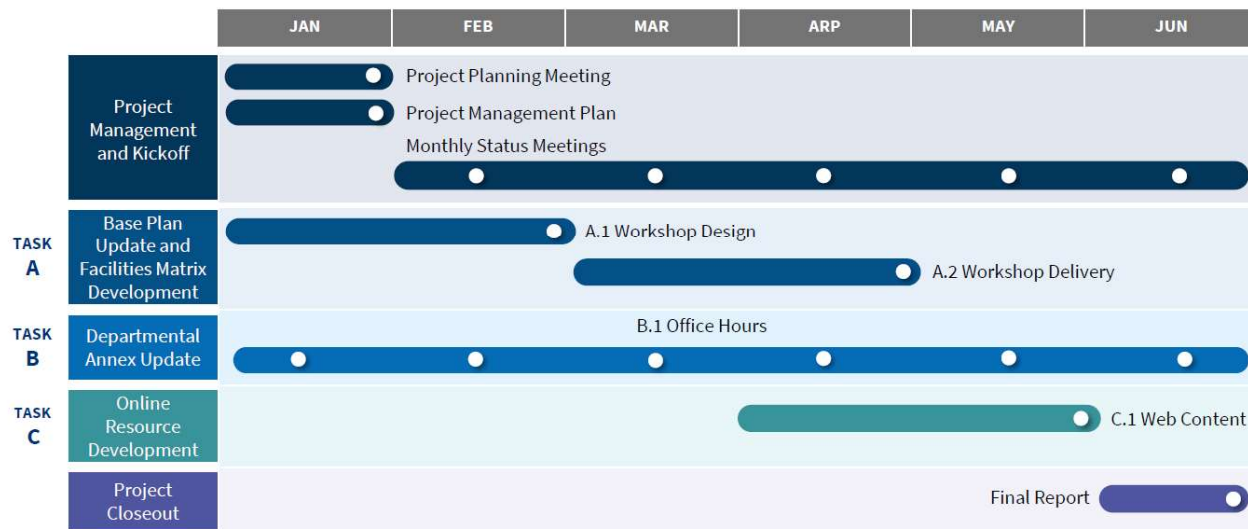
## Project Closeout

At the conclusion of the project, Tetra Tech will prepare and submit a final report documenting workshop activities, participation levels, and outcomes. The report will include:

- Attendance records
- Participant feedback survey results
- Assessment of the estimated number of draft plans developed
- Lessons learned and suggestions for future improvement

In alignment with the City's stated success metrics, the report will also summarize participant satisfaction data and provide observations on how the online resource hub was accessed and utilized. In addition, the report will highlight lessons learned, identify strengths and challenges encountered, and offer recommendations for sustaining continuity planning efforts beyond the grant period. This deliverable will give the City a clear record of accomplishments and actionable insights to guide ongoing resilience initiatives. The report will be developed in Microsoft Word, and Tetra Tech will support one round of edits to the report.

## Project Timeline



**EXHIBIT “B”**  
**COMPENSATION**

## G. Pricing

Tetra Tech proposes completing this project for a **firm fixed price of \$105,000**. The fixed price is based on Tetra Tech's experience performing projects of similar scope and complexity. The fixed price is derived from estimating the number of work hours for each task, estimating the cost of materials, administrative expenses, and logistical costs (including space rental). The table below shows a breakdown of our proposed cost by project task including labor and other direct costs (e.g., printing, rentals, travel, etc.). Invoicing will occur each month and coordinate with the completion of project deliverables. The table below provides the cost breakdown as required by the RFP.

**Exhibit 1: Proposed Project Cost**

Task	Cost
Planning and Preparation	\$21,730.00
Execution	\$16,965.00
Logistics and Support	\$24,625.00
Administration	\$41,680.00
<b>Total</b>	<b>\$105,000.00</b>

As requested by the RFP, Tetra Tech provides the table below outlining costs for an additional five workshops to be completed under an optional task year. This work would be completed for a **firm fixed price of \$25,340.00**.

**Exhibit 2: Proposed Project Cost Optional Year**

Task	Cost
Planning and Preparation	\$3,750.00
Execution	\$6,835.00
Logistics and Support	\$13,200.00
Administration	\$1,555.00
<b>Total</b>	<b>\$25,340.00</b>

## Cost Assumptions

Tetra Tech used the following assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Project Sponsor.** The City will assign a primary point of contact to serve as the project sponsor to address administrative and functional issues.
- **Period of Performance.** To the extent the period of performance is required to be extended due to reasons beyond the Tetra Tech Team's control, such unforeseen circumstances may result in an increase in the project timeline and budget.
- **Deliverables.**
  - Documents will be submitted to the City in draft format.
  - Comments should be provided within two weeks (or as stated in the proposal) in order to meet the period of performance timeframe. Comments should be provided in track changes or comments in

Microsoft Word. The City's project sponsor will be responsible for adjudicating conflicting comments.

- Upon incorporation of comments and edits to the draft deliverables and one final resubmission to the City, the deliverables will be considered accepted.

- **Meetings and Workshop Dates:**

- Meetings and workshops will be held during regular business hours of 8:00 a.m. – 5:00 p.m. Monday – Friday Pacific.
- Meetings and workshops will not be held on the day immediately before or after a recognized holiday.
- The City will be responsible for conducting all outreach and disseminating invitations to meetings and workshops.
- Tetra Tech assumes up to \$2,000 for space and AV rental for in-person workshops.
- Tetra Tech will provide black and white printed materials for up to 40 participants for in-person workshops.

- **Invoicing.** The City will be invoiced on a percentage complete for project tasks completed each month. Invoice terms are net 45 days.

- **Additional Services.** Additional services not defined in the scope of work such as updating plans or planning documents or securing additional services will not be assumed by Tetra Tech under this contract. Tetra Tech will work with the Project Lead to develop the appropriate change orders or scopes of work to accommodate additional client needs.

- **Proposal.** This proposal is contingent on the acceptance of mutually acceptable terms and conditions and is based on Tetra Tech's current understanding of the project. Revisions will be subject to a mutual agreement on the final work scope/schedule and other technical/management requirements desired by the City. The final approved proposal will be part of the awarded contract by reference or incorporated as an exhibit.

## **EXHIBIT “C”**

### **KEY PERSONNEL**

Sara van der Capellen  
Christina Perkins  
Amanda Riaz  
Lisa Danner  
Cortney Thekan  
Betty Kamara