

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Sedgwick ("Contractor") to provide General Liability Administration as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:
Commences on: 5/13/2024 Terminates on: 5/13/2027

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ 1,421,220.00

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms and Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Sedgwick Claims Management Services, Inc.

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

J. Edward Peel
Authorized Signature

March 7, 2024
Date

J. Edward Peel, Vice President
Printed Name and Title of Person Signing
8125 Sedgwick Way, Memphis, TN 38125
Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:
John M. Luebberke, City Attorney

BY:

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

1.1 The Contractor shall serve as the City of Stockton's Third-Party Administrator (TPA) to manage the City's self-insured general liability program including claims adjusting services and related activities as described below.

2. Project Scope

The Contractor shall operate under the general direction of the City's Risk Manager and consult with other City staff in developing effective procedures and practices to successfully administer the City's third-party property and liability claims along with providing subrogation services to recover costs from third parties. The Contractor shall perform all services and related work necessary for claims administration and statistical reporting. Contractor's services shall include, but are not limited to: general, automobile, and property liability claims administration, investigations, research, analysis, recording, reporting, subrogation, litigation management, liability trust account management and reconciliation, and related support services. The City will retain some litigation management and restitution/recovery functions but may call upon the Contractor to assist in these areas on a case-by-case basis. A dedicated claims examiner is preferred.

2.1 Program Administration

Contractor shall:

- 2.1.1 Consult with the City and provide professional and technical staff to assist in developing the necessary procedures and practices to implement and administer the City's self-insured program, including administering all open and closed Indemnity claims.
- 2.1.2 Convert the data from the data system of the present administrator to Contractor's data system as the City wishes to maintain and integrate all claims into its current statistical base. Contractors to specify if there is a fee for converting loss data for all claims, including both open and closed files, and provide a fee schedule if applicable.
- 2.1.3 Follow the Records Retention Policy established and approved by the City. All files, records, transcripts including loss run data base files and other materials related to the management and administration of City's General Liability Program are the exclusive property of the City of Stockton and must be relinquished in good order and condition upon termination of the Agreement with the

C o n t r a c t o r . The Contractor shall make files available for review by the City anytime during regular business hours. Contractor shall provide copies of file correspondence and documentation as requested by the City.

- 2.1.4 Maintain a master file of claims administration policies, practices and guidelines, and any other material needed to properly administer claims in accordance with applicable California (State) law and City instructions.
- 2.1.5 Provide City's General Liability Analyst and City Attorney's Office with user connections (and software if applicable) on City's existing personal computer, to allow database inquiry access and e-mail capability to Contractor's claim processing system. System should allow diary to be set by City's Analyst to follow up on pending issues as needed.
- 2.1.6 Conduct and/or assist in onsite and/or offsite training as needed for City personnel involved directly and/or indirectly in the processing of general liability cases. Inform the City of changes or proposed changes in statutes, rules, regulations, and case law affecting its general liability claims program.
- 2.1.7 Periodically update all form letters used in connection with claim processing. The City reserves the right to approve and disapprove all forms and form letters.
- 2.1.8 Represent the City in all matters related to the set-up, investigation, adjustment, processing, negotiation, and resolution of liability claims against the City.
- 2.1.9 Provide accurate, appropriate claims handling in a timely manner, according to agreed upon performance standards and state requirements.
- 2.1.10 Provide the City with written information on changes or proposed changes in statutes, rules and regulations affecting the City's responsibility under a legally self-insured General Liability Program.
- 2.1.11 Inform the City of problem areas or trends, both potential and perceived and provide recommendations and/or solutions to address problem areas or trends. Matters of significance must be called to the City's attention at the earliest appropriate time (i.e., disgruntled employees, system problems, large overpayments, large reserve changes, etc.).

- 2.1.12 Attend client meetings as requested by the City. Contractor's travel expenses in connection with client meetings or other matters relating to claims processing shall be paid by the Contractor.
 - 2.1.13 Attend appointments, including, but not limited to meetings, conferences, court appearances, and scene investigations at the request of the City.
 - 2.1.14 Install and/or utilize any necessary automated claims administration systems. Contractor shall have ability to integrate with external/third party system, including imports of claims financial data, transaction details, and adjusters' notes from Contractor and carriers, as well as exports of financial transaction data and imports to capture payment details from City's Enterprise Resource Planning System (ERP) and/or Accounts Payable systems (e.g., Central Square HTE, Tyler Munis, etc.), among other data feeds.
 - 2.1.15 Transfer records and systems to the succeeding Administrator at the termination of the contract with no additional cost or fee required.
 - 2.1.16 Administrative fees shall cover the cost of Contractor's staff; all office space; storage space for closed files; supplies; forms/posters/pamphlets; standard management reports; telephone expenses; postage; checks (if utilizing Contractor's own checking account); computer hardware/software; transcription services; and other equipment/supplies necessary for claims handling.
- 2.2 Claims Administration
Contractor shall:
- 2.2.1 Only utilize outside expert services or subcontractors with prior approval from the City. City reserves the right to approve, disapprove, or select all service providers and vendors selected by Contractor.
 - 2.2.2 Ensure every file contains a Plan of Action, quarterly litigation budgets and the steps to accomplish it. The Plan of Action should be updated during each diary review. Files should be clearly documented, with claim notes reflecting ongoing file activity. All conversations and issues should be documented.
 - 2.2.3 Provide professional and courteous responses to recipient of telephone calls, written or in person inquiries, complaints, and questions from all sources within 48 hours of receipt. Such inquiries may include claim payment or benefit related questions from parties with authorized access to information, such as claimants, vendors, providers, legal counsel, the City of Stockton, etc.

- 2.2.4 Ensure all claims management adhere to the requirements of the California Government Code § 911.6., § 912.2 and §912.6., for accepting, denying, and rejecting claims.
- 2.2.5 At the direction of the City, contact claimants or their attorneys within five (5) business days of receipt of a claim and maintain appropriate contact with them until the claim is closed.
- 2.2.6 Review the status of claims and assist as directed with setting of adequate reserves on all active cases at least every ninety (90) calendar days.
- 2.2.7 Review all claims for liability and provide first investigative report within thirty (30) calendar days of receipt of claim to City's Risk Management Division.
- 2.2.8 Provide narrative reports when recommending rejection or settlement of a claim, when going to trial, or other significant events occurring. Reports must be clear and concise.
- 2.2.9 Negotiate settlements within authority limits provided by the City. Funding for the payment of any settlement is specifically excluded from this agreement.
- 2.2.10 Report claims in compliance with Medicare, Medicaid, and SCHIP Extension Act (MMSEA) Section 111.
- 2.2.11 Process payments within authority levels provided by City within fourteen (14) business days.
- 2.2.12 File all supporting documentation for payments made in the appropriate claim file.
- 2.2.13 Checking: follow the banking requirements of the City, such as establishing, maintaining, and reconciling an interest-bearing checking account with appropriate deposit and transfer procedures for the payment of claims; or if utilizing a City of Stockton checking account, provide monthly records of financial transactions to coordinate with City's computer or ERP system (Tyler/Munis), or make other claims payment arrangements which are acceptable to the City. The Contractor shall maintain check registers and provide a monthly check register to the City, along with a copy of all checks and vouchers.
- 2.2.14 Reserve Adequacy and Accuracy: Maintain reserves for each file to reflect the probable future liability of a claim as required by Title 8, California Code of Regulation, Section 15300. Reserve calculations

shall be accurate and adjusted as facts change. Detailed reserve worksheet calculations to be retained in claim file.

- 2.2.15 Provide any required federal or state financial or tax reports. Provide appropriate information, documentation and cooperation to the State of California or City of Stockton Auditor upon request.
 - 2.2.16 Reconcile all claim file payments twice per year, and upon settlement and file closure. Proof of resolution should remain in claim file.
 - 2.2.17 Overpayments/Errors: Any overpayments/incorrect payments should be reported to the City immediately, along with diligent efforts to collect all overpayment and resolve any other incorrect payments.
 - 2.2.18 Diary dates shall be established to allow for timely completion of required activity and no less frequently than every sixty (60) calendar days. Contractor shall monitor the timely completion of diary notes.
 - 2.2.19 All correspondence shall be addressed within 48 hours of receipt unless an immediate response is required.
 - 2.2.20 Written responses to requests that cannot be emailed shall be mailed within ten (10) business days of receipt, unless an immediate response is required.
 - 2.2.21 Identify and notify co-defendants within thirty (30) calendar days of identification.
 - 2.2.22 Have translators available to assist with non-English speaking claimants.
- 2.3 Investigations
Contractor shall:
- 2.3.1 Within ten (10) business days of receipt of claim, unless otherwise requested by City Risk Manager, take statement of facts from claimants when not represented by an attorney. Statements shall be preserved by recording or taking hand-written signed statements.
 - 2.3.2 Investigate claims where the initial review indicates that it is warranted. Further investigation may include, but is not limited to, on-sight investigation, photographs, interviewing witnesses and taking signed or recorded statements, verification of damage or loss, taking measurements, obtaining maps/diagrams from the City or other sources, obtaining medical releases, police reports, or other records as required;

2.4 Litigation Management

The City of Stockton's City Attorney (CA) will retain the litigation management function. Contractor shall:

- 2.4.1 Monitor outside defense counsel metrics to ensure quality work, timely communication within City account instructions, statutes and regulations, accurate billings, and case resolution.
- 2.4.2 Analyze settlement potential, including options and recommendations. Settlement authority forms should be completed and approved by City's Human Resources Department and City Attorney office prior to being negotiated with attorney of claimant.
- 2.4.3 Prepare and submit settlement recommendations for approval by the City prior to commencing settlement negotiations.
- 2.4.4 Obtain fully executed release on all settlements and dismissals.
- 2.4.5 Attend Settlement Conferences, mediation or arbitrations as requested. Identify if cost will be a reimbursable item or rolled into the cost of the claim.
- 2.4.6 Bring all self-imposed penalties to the City's attention. Penalties incurred because of failure by the Contractor to comply with statutory laws and/or administrative regulations shall be the sole responsibility of the Contractor.
- 2.4.7 If a claimant's attorney is involved, direct all communication to the claimant's attorney regarding the investigation, negotiation, and evaluation of any claims leading to a settlement.
- 2.4.8 Close files as soon as practical and in accordance with State regulations.
- 2.4.9 Assist the City attorney and defense counsel in preparing and/or answering discovery as requested.

2.5 Subrogation

Contractor shall:

- 2.5.1 Place the tortfeasor on notice of the City's subrogation rights; and
- 2.5.2 Work with the City Attorney to draft legal documents to recover monies spent on claim.
- 2.5.3 Aggressively investigate fraud and pursue restitution in all fraud cases. The City shall be notified of all claims involving potential fraud and

initiation of fraud investigation activities.

- 2.5.4 Provide subrogation services to recover costs from third parties (responsible persons, agencies, insurers, and/or their agents) responsible for employees, volunteers, inmates, etc., injuries, up to the point necessitating legal counsel. The Contractor shall give prompt notice to Risk Manager for each case indicating a potential for subrogation.
 - 2.5.5 Subrogation efforts on injuries in which there is also property loss to the City shall be coordinated by the Contractor with the City and/or their liability program administrator as appropriate. Subrogation notices and action against another party require advance authorization from the City. If subrogation action develops problems or unreasonable delays, the matter is to be referred to and reviewed by Risk Management for referral to City designated Counsel for legal action.
 - 2.5.6 Provide monthly report on amounts recovered for subrogation.
 - 2.5.7 Pursue small claims actions. Litigation in civil court beyond small claims court requires specific authority from the City (this may be City Counsel, Risk Manager, etc.). Settlement authority for less than full amount claimed by Proponent requires City Attorney and Risk Management's prior approval.
- 2.6 Claims Management Information System (CMIS)
Contractor shall:
- 2.6.1 Convert all open and closed claims data and enter new claims data into the Proponents CMIS.
 - 2.6.2 Record all claims in CMIS. Claims records must contain all pertinent claim information, including, but not limited to claim number, date of loss, date of claim, claimant name and address, location of loss, description of incident, loss reserves, loss payments, and expense reserves.
 - 2.6.3 Create a review system to ensure accurate data will be entered into the CMIS. All claims must be reviewed on a periodic basis, as determined by the City. The review system must include a check on all the financial documentation entered into the CMIS to ensure the financial integrity of the system. In addition, the review system must include appropriate claims handling and reserving procedures, and timely file closures.

- 2.6.4 Use electronic notes in the CMIS to record activity which shall be updated with new developments. All significant documents (e.g., email communications, status updates from counsel, etc.) will be scanned/saved into the database by Contractor.
- 2.6.5 Provide CMIS training, support, and access for up to three (3) City Risk Services staff so that they may search for claim information and data, as required.
- 2.6.6 Provide specified standard loss reports as agreed upon.
- 2.6.7 Provide special reports as needed by the City.

2.7 Additional Insurance Reporting

The City is a member of the California Joint Powers Risk Management Authority (CJPRMA) since 1986.

Contractor shall:

- 2.7.1 Report to CJPRMA in accordance with policy provisions outlined in paragraphs 3 and 4 below.
- 2.7.2 Reports to CJPRMA shall be made to:

California Joint Powers Risk Management Authority
(CJPRMA) 4201 Doolan Road, Livermore, CA 94551
Phone (925) 837-0667
Fax (925) 290-1543
info@cjprma.org;

- 2.7.3 Pursuant to the requirements of Section VII (Conditions) of the Memorandum of Coverage as excerpted below:

The covered party shall notify the Authority within 30 days upon receipt of notice of a claim, or the setting of a reserve on any claim or suit including multiple claims or suits arising out of one occurrence, such claim or reserve amounting to fifty percent or more of the retained limit; Title 42 USC 1983 cases in which a complaint has been served and the plaintiff is represented by legal counsel or with reserves of twenty-five percent or more of the retained limit; or regardless of reserve, any claim involving:

- 2.2.22.1.1 One or more fatalities.
- 2.2.22.1.2 Loss of a limb.
- 2.2.22.1.3 Loss of use of any sensory organ.
- 2.2.22.1.4 Quadriplegia or paraplegia.
- 2.2.22.1.5 Third-degree burns involving ten percent or more of the body.

- 2.2.22.1.6 Serious facial disfigurement.
- 2.2.22.1.7 Paralysis; or
- 2.2.22.1.8 Closed head injuries.

Written notice containing particulars sufficient to identify the covered party and, reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the covered party and of available witnesses, shall be given by or for the covered party to the Authority or any of its authorized agents as soon as possible. The covered party shall notify the Authority within 30 days upon receipt of lawsuit containing allegations involving employment practices liability. Where any lawsuit is reported after the 30-day period as required by this provision, all defense costs incurred prior to the date of late reporting will not constitute ultimate net loss eroding the self-insured retention. The covered parties shall cooperate in an early review of employment practices liability claims or suits with counsel appointed by the Authority at the expense of the Authority.

2.7.4 Mandatory Case Report Policy to CJPRMA: Pursuant to Section VII (Conditions) of the Memorandum of Coverage as excerpted below, the following rule is applicable to all cases reported to CJPRMA.

The Authority shall be entitled to complete access to the covered party's claim file, the defense attorney's complete file, and all investigation material and reports, including all evaluations and information on negotiations. The covered party shall be responsible to report the progress of the litigation and any significant developments at least quarterly to the Authority, and to provide the Authority with simultaneous copies of all correspondence provided to the covered party by its defense attorneys and/or its agents.

In addition, the CJPRMA Board of Directors has adopted the following mandatory case reporting standards:

- a. Defense counsel is expected to provide a written analysis of liability and exposure in any reported claim no later than ninety days following receipt of the file from the member agency. CJPRMA understands that the liability picture may develop as discovery is ongoing, but this does not excuse the responsibility of providing an early, objective analysis of the file, subject to later developments. An early analysis not only permits the JPA member to set an accurate reserve level, but also permits the member entity to decide whether to actively litigate the case, try to settle the case, or limit discovery based upon the exposure.

- b. The initial status report should provide, at a minimum, a brief synopsis of the facts giving rise to the lawsuit; the status of the pleadings, including any discussions of demurrers or motions to dismiss, or cross-complaints; a summary and analysis of plaintiff's injuries, damages and exposures in the case; an initial impression of liability; any requests for additional investigation; a brief outline of the discovery planned; and an evaluation of anticipated litigation costs. The report need not be lengthy, and typically might not exceed three to five pages, but must address the issues directly and in a straightforward manner so that the member entity and CJPRMA can set cost and loss reserves as necessary.
- c. Defense counsel is responsible to report, in writing, the setting of a trial date, settlement conference date, hearing date on motion for summary judgment or similar dispositive motion in any litigated case, within one week of the date on which a court establishes such date. Defense counsel is responsible to report, in writing, all settlement demands or offers within one week of the time the offer is made, or the demand is received.
- d. Defense counsel is responsible to report, in writing, on the substance of all depositions taken in the case. This need not be a multi-page deposition summary, but must, at a minimum, include a concise report of major events occurring at the deposition, and an evaluation of the effect of the deposition testimony on the case.
- e. Finally, no later than sixty days before the date set for trial in any case, defense counsel is responsible to report, in writing, on (1) an assessment of liability in the case, (2) the adverse potential exposure if liability is found, (3) a concise summary of injuries sustained and/or claims, (4) an assessment of any other factors (such as local jury tendencies, appearance of important witnesses, etc.) that may affect the liability analysis or exposure assessment, and (5) an opinion on the settlement value of the case.
- f. All status reports from defense counsel must be copied to the CJPRMA Board member whose entity is involved in the claim.

This policy is designed to protect the member entity and CJPRMA, so that they can make informed litigation decisions on reported cases. Defense

counsel are cautioned, however, that case reporting is given a high priority by CJPRMA and its members and is a major consideration in evaluating counsel's performance.

Exhibit B:
Insurance Requirements
(Third Party Administrator for General Liability)

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)

4. **Professional Liability/Errors and Omissions** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** for each wrongful act, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers, are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations, but excluding coverage for the acts and omissions of the additional insureds. General liability coverage can be provided in the form of relevant policy language to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers but excluding coverage for the acts and omissions of the additional insureds." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the included Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retention

Contractor will provide insurance company's contact information when requested by the City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A- :VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least three (3) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements. All certificates and endorsements are to be received by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees, and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C**GENERAL TERMS AND CONDITIONS**

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice within such thirty (30) day period.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, solely and exclusively in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City.

All materials belonging to City shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and except as herein provided, shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent which consent shall not be unreasonably withheld, delayed or conditioned.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

11.1 Termination for Convenience. The City may terminate this Agreement at any time with not less than thirty (30) days' prior notice by mailing a notice in writing to Contractor. The Contractor may terminate this Agreement at any time with not less than one hundred ninety (190) days' prior notice by mailing a notice in writing to City. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees, and volunteers from and against any liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising directly out of Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits.** Contractor shall maintain all records related solely and exclusively to this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At a time and place and in a manner mutually agreeable to both parties and during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with acceptable accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial

assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D**PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS**

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City which approval shall not be unreasonably withheld, delayed or conditioned. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold, delay or condition. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time and only in accordance with any and all applicable laws, rules and regulations, in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall promptly suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be

incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City which approval shall not be unreasonably withheld, delayed or conditioned. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure. Notwithstanding the foregoing, City agrees to permit Contractor to compile and disseminate aggregate, de-identified information for auditing, compliance, internal assessments, process improvement and related analytics, benchmarking purposes or forward to a data collection facility data for claims handled pursuant to this Agreement, provided that such facility agrees in writing to keep City's data confidential.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a

specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

11. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$ 1,421,220.00 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor.

2. Task Price. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

See ATTACHMENT B.

3. Additional Fees.

See ATTACHMENT B.

4. Invoice to Address. Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton
Attn: HR – Risk Services
Attention: Dawna Zarubin
400 E. Main Street
Stockton, CA 95202



Prepared by Sedgwick | December 2023

Response to Request For Proposal (RFP) PUR 24-011 General Liability Third-Party Pricing Proposal



Exhibit 1 – Fee Schedule

	Year 1	Year 2	Year 3
Initial Setup Fee:			
This fee covers the implementation and setup of the TPA services.	\$ <u>0</u> <u>Not Applicable</u>		
Monthly Retainer Fee:			
Fee for ongoing administrative and management services.	\$37,777 (Monthly) <u>453,326 Flat Annual Claims Administration Fee</u>	\$ <u>39,462</u> (Monthly) 47 538 Fla Annual <u>Claims Administration Fee</u>	\$ <u>41,196</u> (Monthly) <u>494,356 Flat Annual Claims Administration Fee</u>
Claims Processing Fee:			
Fee per claim processed by the TPA.	\$ <u>The Claims Administration Fee</u> quoted above is applicable as long as the number of claims does not differ more than 5% from the estimates provided in the RFP. Per Claim rates if the estimates are above 5% are the following: New Auto liability and general liability, bodily injury <u>\$815 Per Claim</u> New Auto liability and general liability, property damage - <u>\$400 Per Claim</u> Open bodily injury – <u>\$475 Per Claim</u>	\$ <u>The Claims Administration Fee</u> quoted above is applicable as long as the number of claims does not differ more than 5% from the estimates provided in the RFP. Per Claim rates if the estimates are above 5% are the following: New Auto liability and general liability, bodily injury <u>\$839 Per Claim</u> New Auto liability and general liability, property damage - <u>\$412 Per Claim</u> pen bodily injury – <u>489 Per Claim</u>	\$ <u>The laims Administration Fee</u> quoted above is applicable as long as the number of claims does not differ more than 5% from the estimates provided in the RFP. Per Claim rates if the estimates are above 5% are the following: New Auto liability and general liability, bodily injury <u>\$864 Per Claim</u> New Auto liability and general liability, property damamge - <u>\$424 Per Claim</u> Open bodily injury – <u>\$504 Per Claim</u>

	Open property damage - \$215 Per Claim	Open property damage - \$221 Per Claim	Open property damage - \$228 Per Claim
Customer Svce. Support Fee: Monthly fee for providing customer support and assistance.	<u>\$ Waived</u>	<u>\$ Waived</u>	<u>\$ Waived</u>
Reporting and Analytics Fee: Quarterly Fee for providing reports and analytics on claims and performance.	<u>\$ Waived</u>	<u>\$ Waived</u>	<u>\$ Waived</u>
Compliance & Regulatory Annual Fee for ensuring compliance with industry regulations and standards.	<u>\$ Waived</u>	<u>\$ Waived</u>	<u>\$ Waived</u>
Performance Bonus: Incentive-based bonus based on cost savings generated by the TPA.	Waived% of cost savings achieved	Waived% of cost savings achieved	Waived% of cost savings achieved
Total	\$37,777 (Monthly) 453,326 Flat Annual Claims Administration Fee	\$39,462 (Monthly) 473,538 Flat Annual Claims Administration Fee	\$41,196 (Monthly) 494,356 Flat Annual Claims Administration Fee

Signature:

Date: December 11, 2023

Printed Name: Doug Foster

Phone Number: 901.818.6723

Email: doug.foster@sedgwick.com

***Please also note that all detailed fee amounts and descriptions, can be found in our separate attached pricing narrative, appendixes and fee schedules.**

Customized Program Design and Pricing Proposal

05.31.2024

Contract term: 05.31.2024 – 05.30.2027 (with the option to renew for up to two (2) year options).

Program design

We select a claims team for each client program based on industry expertise that aligns with the client’s requirements. In today’s virtual world, the teams report to local leadership and reflect our flexible-first work environment — providing the flexibility of working from home with the ability to collaborate in person as needed. Auto liability claims will be managed centrally within our Auto Center of Excellence (ACE) and general liability claims will be managed from the Brea, California area.

Summary of first year fees

Annual flat fee

Sedgwick offers an **annual flat fee pricing option in the amount of \$453,326** based on the estimated claim volumes outlined below and the estimated required staffing to service those claims. Sedgwick reserves the right to modify the claims administration fees if an acquisition, divestiture, change in program requirements or the Estimated frequency increases more than 5% in a given year.

Claims open at contract termination will either be transferred to the new administrator or handled by Sedgwick for an additional annual fee.

Claim Estimates

Coverage line	Estimated frequency ⁽¹⁾
New Auto liability and general liability, bodily injury	78
New Auto liability and general liability, property damage	303
Open bodily injury	140
Open property damage	221

⁽¹⁾The annual flat fee quoted above applies to the stated Estimated frequency. Should the Estimated frequency increase more than 5% annually, the below per claim fees will apply:

Coverage line	Per Claim Fees If Estimates are above 5%
New Auto liability and general liability, bodily injury	\$815
New Auto liability and general liability, property damage	\$400
Open bodily injury	\$475
Open property damage	\$215

First year claim fee estimates

Coverage line	Life of contract
Liability	\$453,326
RMIS (annual)	Included
Total estimated first year fees	\$453,326

Annual Flat Fees

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Liability	\$453,326	\$473,538	\$494,356	\$509,187	\$524,463
Liability Takeover	Included	Included	Included	Included	Included

Items included in the quoted fees include:

- **RMIS access:** viaOne access for ten users, which provides a platform-independent, web-based suite of services for viewing and analyzing claims data. Access provides secure, near real-time information from Sedgwick’s proprietary claims information systems, including:
 - Customizable dashboards with drill-down capabilities
 - Detailed information about the incidents, claimant work status and time tracking information
 - Financial information about an event, including the claim’s payment history and available reserves
 - The City’s diary capability, allowing for the creation of client diaries and customized alerts
 - Access to viaOne reports, which create ad hoc detailed reports with user-specified fields and filters
 - Access to Sedgwick’s advanced analytics portal, a data warehousing platform that takes a deep dive to discover meaningful risk information at the program level
- **RMIS data outgoing feed:** Monthly data file to a single carrier
- **Claims reporting:** Sedgwick’s pricing includes the use of the Sedgwick call center and/or web reporting technology. Any other method (i.e., fax, email, land mail) will incur a fee of \$24 per reported incident
- **Claim reviews:** Quarterly telephonic claim reviews with electronic status reports

Additional bundled services and fees

- Subrogation and other recovery services (second injury funds and other special funds) will be charged 25% of recoveries
- Special investigation unit (SIU) services will be charged at prevailing rates
- RMIS access: Additional viaOne user access is \$870 per user per year
- RMIS data feeds: Additional interface files are \$225 per month for monthly file, \$645 per month for weekly file or \$1,945 per month for daily file
- RMIS: System interfaces or custom programming charged at \$185 per hour
- Loss control and ergonomic services will be charged at prevailing rates
- MMSEA/SCHIP Medicare reporting fee: One-time \$9 charge per claim for claims involving bodily injuries (workers' compensation, liability, no fault)
 - Sedgwick will make reasonable efforts to obtain the relevant Medicare reporting data from the prior claim system during the implementation process. However, it is possible that closed claims will contain Medicare reporting errors that are not in compliance with Medicare rules and regulations and require additional Sedgwick resources to correct. There will be a charge of \$15 per claim to correct these errors and the fee will be invoiced in lump sum once all errors are identified.
- Escheatment services charged at \$15,850 per year for claim-related payments issued from an escrow account in Sedgwick's tax ID. Under this process, Sedgwick reports uncashed claim-related payments to the appropriate state according to each state's unclaimed property law. Sedgwick offers an alternative escheatment service for free; however, the City is responsible for filing unclaimed property to the states
- OSHA services: The foundation of our approach to OSHA-compliant record-keeping services starts with our proprietary risk management information system, JURIS. Sedgwick's OSHA Recordkeeping service allows the customer to outsource the OSHA recordkeeping process to the maximum extent possible relying on Sedgwick professionals whose sole responsibility is OSHA recordkeeping. The system is able to generate standard reports, such as the OSHA 300, 300A, 301 and Sharps logs, as well as other reports, such as DART and BLS surveys. Fees are \$7,000 for annual administration, \$490 per user per year, \$33 per incident set up in viaOne OSHA. Other optional OSHA services available upon request include: Sharps, case uploads, OSHA liaison, BLS/electronic reporting, OSHA record keeping audit and other ad hoc requests.

Definitions, terms and conditions

Definitions

Life of contract: Sedgwick will administer all claims received during the contract for the quoted fee. Claims open at contract termination will either be transferred to the new administrator or handled by Sedgwick for an additional annual fee.

Incident only: Incident only claims are claims reported by the City that require no payment or activity other than generating a record in the claims administration system. These claims carry no reserves and no contacts are made by Sedgwick. If contacts are required on incident only cases, additional fees will apply.

Liability claim clarification: Any liability claimant filing both a property damage claim and a bodily injury claim, or any combination of the two, will incur the per claim fee for each claim. Additionally, any event with claims filed by multiple claimants will incur the per claim fee for each claim filed.

Allocated expenses: The claim fees agreed to shall include all costs incurred by Sedgwick in handling claims submitted except those costs normally referred to as “allocated expenses.” These expenses will be billed to the individual claim file when incurred.

In some cases, Sedgwick engages subcontractors to assist us in providing services. In order to hold down the cost to our clients, Sedgwick may have arrangements with these subcontractors to cover expenses for certain activities, including but not limited to development of integrated data systems, account management, quality oversight and ongoing projects that improve penetration and efficiency for our examiners. These cooperative service agreements are not transactional-based and are not dependent on any activity generated by the City. In fact, the flat cooperative service fees remain the same regardless of whether the City’s these vendors on their program or not.

Allocated expenses include but are not limited to:

- Attorney fees and costs
- Mileage at the IRS rate plus any other expenses incurred.
- Hearing representation in lieu of attorney fees, including preparation, travel expenses, attendance and system notations
- Court costs and appeal bonds
- Cost of providing rehabilitation services
- Cost of surveillance activities and other outside investigations
- Cost of expert witnesses, accident reconstruction specialists or any other specialist necessary for the investigation and/or defense of a claim
- Cost incurred to obtain statements, photographs, records, transcripts, depositions, digital call recordings, etc.
- Cost of inspections, appraisals, repair management, rental/replacement, etc.

- Cost of independent medical exam
- Cost of medical bill review, PPO, managed care and other similar programs
- Cost of medical experts, peer review, UR, case management, pre-certifications and medical necessity evaluations
- Cost of translation services
- Medicare reporting and compliance services fees and costs
- Index filings
- Cost of vocational evaluations, vocational services, training or other vocational activities
- Cost of outside assistance necessary to prepare or protect the City's subrogation right or Special Disability Trust Fund claim
- Expenses for travel to depositions, mediations, arbitrations, hearings or other legal proceedings at the City's request or as required by law or rule of a federal, state or local agency

Terms and conditions

Quotation expiration: All pricing quoted is valid for a period of 180 days from submission unless a written extension is requested.

Takeover of existing claims: There is no takeover of existing claims anticipated in this program.

Payment terms: All one-time implementation and data conversion fees are billed upon notification of award. All recurring fees such as claims service, program management and information technology fees are billed on actuals on a monthly basis in arrears. If a flat fee pricing option is selected, all recurring fees are billed on a quarterly basis in advance based on annual estimates. The estimates are subject to audit 30 days after the conclusion of each contract year. All invoices are payable upon receipt

All service fees contemplate program service commencing 05.31.2024. In the event the effective date of services is delayed at the request of the City, Sedgwick reserves the right to bill the City for program deployment expenses incurred outside of the scope of the agreed implementation period, up to and including full fees for service on the originally scheduled implementation date, with invoices payable upon receipt.

Taxes: All applicable taxes will be added to the service fees where this is required. Sedgwick may be required, in some jurisdictions, to collect and remit sales tax on the services provided to the City. If billed, the taxes will be stated separately on the invoice. If Sedgwick is provided an exemption certificate, in good faith, tax will not be charged. In the event that a jurisdiction invalidates or does not accept the exemption certificate, Sedgwick will not be liable for any penalty or interest that may be charged.

Early termination: Should the City terminate for convenience within the first 12 months of the agreement, the City shall pay Sedgwick fees equal to three months of the service fees. Should the City terminate during the second 12 months, the City shall pay fees equal to two months of the service fees. Termination fees are payable within 30 days of the date of notice of such termination.



File storage: The City is responsible for storage of claim files closed at the time that Sedgwick begins claims administration.

Contract term: 05.31.2024 – 05.30.2027. All fees assume that the parties will enter into a three-year contract (with the option to renew for up to two (2) year options) with an annual increase to all fees of three percent (3%).

2024 Loss Control and Ergonomic Services and Pricing

Loss control and ergonomic fees are detailed below. Fees may change from time to time upon 60 days written notice.

Service name	Price
Loss control services	
Analytics services	\$190.00 per hour
Risk assessments – safety audits	\$160.00 per hour
Risk consultive services	\$160.00 per hour
Safety training	\$160.00 per hour / \$1,240.00 per day
Travel rate for loss control services	\$85.00 per hour
Industrial hygiene	Available upon request and subject to separate terms and conditions
Reimbursement of costs and expenses:	
The following items will be billed “at cost” with no markup, with prior client approval:	
<ul style="list-style-type: none"> Tolls, ferries, parking, shipping, meals, hotels, airfare, etc. 	
Custom programming:	
Any custom programming to accommodate special needs will be billed at Sedgwick’s programming rate of \$185 per hour. Any custom programming projects, including fee arrangement, will be agreed upon by both the client and Sedgwick prior to the start of said project. Examples of custom programming are custom import/exports, specialized management reports, etc.	
Ergonomic services	
General ergonomic services	\$185.00 per hour
Remote ergonomic workstation review (office evaluations)	\$400.00 for up to 2.5 hours \$170.00 per hour additional time
Onsite ergonomic workstation review (office evaluations)	\$725.00 for up to 4.0 hours \$185.00 per hour additional time
Daily rate	\$1,400.00 per day

Medicare Compliance 2024 Liability Services

Fees may change from time to time upon 60 days written notice.

No.	Service name and description	Price
Medicare Set-Aside and Cost Projection Services		
1	Liability MSA: This is a compact, evidence based MSA report that will not be submitted to CMS for review. It does not expire.	\$2,500
2	Complex Medicare set-aside (MSA): Any MSA that includes three or more open claims to be included in the same report; catastrophic cases, or 150 pages of medical records this is in addition to WCMSA fee.	\$650
3	Liability MSA submission*: Compiling, reviewing, analyzing, and submitting necessary documentation to CMS for approval of an MSA. <i>*This will only be available if/when CMS implements a review process for liability claims.</i>	\$800
4	MSA update: All updates will be charged at a flat rate. Exception: MSAs older than two years may be charged the full MSA rate for an update.	\$615 per update
5	Medical cost projection (MCP): projects the anticipated future medical care for a claimant. However, it could contain non-Medicare covered expenses and is not submitted to CMS for approval. Generally completed on claims with no current Medicare exposure or for reserving purposes.	\$2,250
6	MSA/MCP combination report: This product is a combination of the MSA and MCP. It includes one report that summarizes medical records and two spreadsheets (Medicare and Non-Medicare items).	\$3,300
7	Social security disability check: We will check to determine if the claimant has applied for or been accepted for Social Security disability benefits.	\$350
8	Rated age request: In certain circumstances, it may be necessary to secure a rated age to minimize the MSA.	\$27

Medicare lien pricing on next page

ATTACHMENT B

No.	Service name and description	Price
Lien Resolution Services		
10	Medicare lien search: Sedgwick's lien resolution program will review and obtain conditional payment information from CMS.	\$200
11	Medicare lien appeal: Sedgwick's lien resolution program will file an appeal with CMS. <i>No charge for liens under \$1,000.</i>	\$450
12	Medicare Advantage lien search: Pursuant to the PAID ACT, Sedgwick's lien resolution program will review and obtain conditional payment information from the private entity administering the Medicare program.	\$300
13	Medicare Advantage lien appeal: Pursuant to the PAID ACT, Sedgwick's lien resolution program will file an appeal with the private entity administering the Medicare program.	\$450
14	MEDICAID lien search: Sedgwick's lien resolution program will review and obtain conditional payment information from the applicable state entity managing the Medicaid program.	\$300
15	MEDICAID lien appeal: Sedgwick's lien resolution program will file an appeal with the applicable state entity managing the Medicaid program.	\$450

2024 Special Investigation Unit (SIU) Services and Pricing

SIU fees are detailed below. Fees may change from time to time upon 60 days written notice.

Service name	Price
Research services	
Social media investigation	\$275
Social media monitoring re-position this service to be underneath "social media investigation"	\$25 per week of monitoring
Smart plus investigation	\$475
Comprehensive background	\$525
Canvassing services	\$250
Skip tracing/individual locate	\$315
Asset check	\$225
Criminal and civil check	\$135 plus cost of records Additional counties or names : \$75 (per county or name)
Records request	\$100 plus cost of records
Other research services	Quote upon request
Surveillance services	
Surveillance	\$95 per hour (portal to portal): All other states \$100 per hour (portal to portal): California, Hawaii and New York <i>Mileage charged at IRS standard mileage rate</i> <u>Additional expenses to hourly rate:</u> Report writing (up to 1/2 hour per day at standard surveillance rates) Pre-surveillance investigation: \$85 License plate searches: \$20 (per search post pre-surveillance) <u>Vehicle Sightings Report</u> (license plate recognition) - \$75
Unmanned surveillance	\$750 per day (three-day minimum) Deployment and extraction of stationary device: \$95 per hour: All other states \$100 per hour: California, Hawaii and New York <i>Mileage charged at IRS standard mileage rate</i>
Video copies	\$100 per additional copy plus shipping
Field services	
Alive and well check - in person	\$425: All other states \$450: California, Hawaii and New York
Alive and well check - virtual interview	\$125
Activity check	\$450: All other states \$475: California, Hawaii and New York

Service name	Price
AOE/COE	\$95 per hour (portal to portal): All other states \$100 per hour (portal to portal): California, Hawaii and New York <i>Mileage charged at IRS standard mileage rate</i>
Recorded statement	
Scene investigation	
Trial/deposition	
International investigations	Quote upon request
Other field services	Quote upon request
Assessment services	
Suspect file review	\$125 per hour
Fraud investigation (includes state reporting)	\$125 per hour
Red flag analytics review	\$125 perhour
Other assessment services	Quote upon request

A detailed description of each service can be found on the Sedgwick SIU portal page.

Adjuster Title	Hourly Rate
Intern	\$82
Adjuster	\$108
Senior Adjuster*	\$155
General Adjuster*	\$206
Regional General Adjuster*	\$227
National General Adjuster*	\$237
Executive General Adjuster*	\$294
Senior Executive General Adjuster*	\$330

**Any rate above the Adjuster category requires pre-approval from the Sedgwick examiner*

Additional Charges:

Administrative Fees:

- Digital photo: Included
- Color prints of photos: \$2.00 each (provided upon request from client)
- Mileage: Prevailing IRS rate per mile
- Sales tax: Charged where statutorily required

Allocated Expenses:

- The quoted hourly rate fees do not include costs associated with allocated expenses including, but not limited to: legal expenses, field investigations, direct travel costs, expert fees, records, etc.
- Allocated expenses will be handled on an actual cost (pass-through) basis

Payments:

All invoices must be paid within 30 days from the date of invoice, including any non-disputed amounts

Not applicable for Quota Share

Quota-share being defined as any risk transfer shared and/or layered program amongst the Insured, Captive, or Underwriting Entities

Specialty Service	Rate
Forensic Advisory Services	Forensic Accounting Intern: \$95/hour Forensic Accounting Analyst: \$118/hour Forensic Accounting Analyst II: \$130/hour Forensic Accountant: \$150/hour Senior Forensic Accountant: \$180/hour Manager: \$205/hour Senior Manager: \$225/hour Director: \$245/hour Administrative Services: \$82/hour
Subrogation Recovery Services	Pricing varies and is dependent upon program
Contents Services	Contents Field Adjusting: \$120 – \$180/hour Desk Adjusting: \$110/hour Field Capture: \$95/hour Pack-out invoice desk audit \$0 – \$7,000: \$500 flat fee \$7,001 – \$10,000: \$600 flat fee \$10,001 – \$20,000: \$700 flat fee \$20,001 – \$50,000: \$800 flat fee over \$50,000: T&E Virtual Pack-Out Inspection: \$500 flat fee
Building Consulting	\$170 – \$283/hour
CXP (Customer Experience Property)	Task only (photos of damage, brief report): \$129 – \$258 flat fee Task plus (photos, diagram, scope of damage, brief report): \$273 – \$397 flat fee Desk adjusting (rates determined at time of assignment): TBD
Mitigation Bill Review	Audit review personal lines – \$0 – \$25,000: \$290 flat fee over \$25,000: \$95/hour Audit review commercial lines – \$0 – \$25,000: \$380 flat fee over \$25,000: \$125/hour
T&M Pro Services <i>(additional licenses provided at a discounted rate)</i>	Software and training – first 3 licenses: No charge Bill review services (with estimate provided): \$150/hour + 1.5% of total savings Other third-party validation: \$125/hour Clerk of the Works services: starting at \$135/hour + expenses
Fire Investigations	\$160 – \$225/hour
Forensic Engineering <i>(various disciplines)</i>	\$225 – \$385/hour
Environmental Services	\$115 – \$385/hour

Service Definitions:

Forensic Advisory Services:

This service includes the measurement of time element, inventory, property damage claims and other claim accounting (financial motive analyses, fraud investigations)

Subrogation Recovery Services:

Our recovery team focuses solely on the recovery effort. We have extensive experience negotiating and managing the litigation of recovery claims.

Contents Services:

This service includes determining the loss by capturing a comprehensive and accurate inventory of business or personal contents.

Building Consulting:

Our in-house building consulting team provides trusted and accurate replacement cost estimates and manages the project from start to finish.

CXP (Customer Experience Property):

A fast model, supported by innovative technology, designed to simplify the independent adjustment process and improve customer satisfaction.

Mitigation Bill Review Services:

This service is the auditing of losses involving water, asbestos abatement, mold remediation, trauma cleanup and fire, including post-catastrophe.

T&M Pro Services:

Time and material software used to review and evaluate contractor estimates and invoices.

Fire Investigations:

This service, provided by EFI Global, provides specific details of fire loss, enabling you to determine coverage, fraud and subrogation possibilities.

Forensic Engineering (various disciplines):

This service, provided by EFI Global, provides a detailed loss analysis by a qualified and certified engineer.

Environmental Services:

This service, provided by EFI Global, includes full-service environmental consulting and engineering.

Indemnification: By accepting the Sedgwick services, you agree to the following: Sedgwick shall be fully responsible for exercising reasonable care at all times in the performance of its obligations hereunder. However, if Sedgwick is named as a party to any litigation or proceeding, or is the subject of any claim or demand because of its actions on behalf of Client, Client agrees to indemnify, defend, and hold Sedgwick, its officers, directors, employees and agents harmless from any and all losses, damages, costs, judgments and expenses (including attorney's fees and costs) with respect to any such litigation, proceeding, claim or demand, unless and until a finding is entered to the effect that Sedgwick failed to exercise such reasonable care in the performance of its obligations hereunder. Sedgwick agrees to indemnify, hold harmless and defend Client, its directors, officers, employees and agents from and against any and all liabilities, loss or damage that they may suffer as a result of any claim, demand, cost or judgment against them arising out of the negligence or willful misconduct of Sedgwick in connection with its performance under this Agreement, provided that such acts or omissions do not arise out of or relate to oral or written instructions, procedures or forms supplied by Client or to Client's internal management or adjustment of its claims. Each party agrees to keep the other fully informed of any matter for which it is defending, holding harmless or indemnifying the other party. Each party reserves the right to appoint its own counsel, at its own expense, regarding any matter defended hereunder and to approve any settlements of same.

EXHIBIT F
TIMELINE

1. Contractor shall complete the requested services identified in Exhibit A as follows:

TIMELINE FOR COMPLETION OF WORK

1.1.1	Claim Files	Ongoing
1.1.2	Property Subrogation Files	Ongoing
1.1.3	Implementation of Property Subrogation Files	May 13, 2024 (Approximately 2 months)
1.1.4	Plan of Action	Ongoing
1.1.5	Quarterly Litigation Budgets	August 1, 2024 (Due quarterly)
1.1.6	Investigative Reports	As necessary
1.1.7	Narrative Reports	As necessary
1.1.8	Check Register	June 1, 2024 (Due monthly)
1.1.9	Financial and/or Tax Reports	May 1, 2025 (Due annually)
1.1.10	Standard Loss Reports	As requested by City
1.1.11	Special Reports	As requested by City
1.1.12	Reports for Federal, State & Local 1099 Information	May 1, 2025 (Due annually)
1.1.13	Call Center Service Forms	June 1, 2024 (Reviewed Quarterly)