

**CITY OF POMONA
PROFESSIONAL THIRD-PARTY LIABILITY CLAIMS
ADMINISTRATION SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2026, by and between the City of Pomona, a California charter city and municipal corporation, organized under the laws of the State of California, with its principal place of business at 505 South Garey Avenue, Pomona, California 91766 ("City") and George Hills Company, Inc., a California Corporation, doing business as George Hills, an AvonRisk Company, with its principal place of business at P.O. BOX 120 Rocklin, CA 95677 ("Vendor"). City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Vendor. Vendor represents that it is experienced in providing third-party liability claims administration services to public agency clients, has all licenses, permits, qualifications, and approvals legally required to perform the Services, and is familiar with the City's liability claims administration needs.

2.2 Request for Proposals. City issued Request for Proposals No. 2026-27 for third-party liability claims administration services. Vendor submitted a proposal in response to the RFP, and City selected Vendor as the most qualified proposer based on the evaluation criteria set forth in the RFP.

2.3 City Council Approval. On August 3, 2026, the City Council approved the award of this Agreement to Vendor and authorized the City Manager to execute this Agreement and any extensions thereto, subject to review by the City Attorney.

2.4 Project. City desires to engage Vendor to render such professional Third-Party Liability Claims Administration Services for the City of Pomona, as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Vendor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Third-Party Liability Claims Administration services necessary for the City. The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. This AGREEMENT is entered into on September 1, 2026, and continuing through August 31, 2029, for a period of three (3) Years, with an option to extend up to two (2) additional 1-year terms. An amendment to extend the term of this AGREEMENT shall require a written amendment fully executed by the Parties at least 30 days prior the date the AGREEMENT expires. Vendor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Vendor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Vendor on an independent contractor basis and not as an employee. Vendor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of City and shall at all times be under Vendor's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees, or agents, except as set forth in this Agreement. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.

3.2.3 Substitution of Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Vendor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: Todd Mershon, Client Success Manager, Chris Hunt, Associate Vice President of Liability Claims, and Chris Shaffer, Executive Vice President of Liability, George Hills.

3.2.4 City's Representative. The City hereby designates Naela Cansino, Risk Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Vendor but not the authority to enlarge the Scope of Work or change the total compensation due to Vendor under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Vendor's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Vendor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Vendor's Representative. Vendor hereby designates Chris Shaffer, or his/her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Vendor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Vendors and other staff at all reasonable

times.

3.2.7 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Vendor warrants that all employees and subvendors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Vendor represents that it, its employees and subvendors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Vendor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations; Employee/Labor Certification. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with Services. If Vendor performs any work knowing it to be contrary to such laws, rules and regulations, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.8.1 Employment Eligibility; Vendor. By executing this Agreement, Vendor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Vendor. Vendor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Vendor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Vendor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Vendor's compliance with the requirements provided for in Section 3.2.8 or any of its sub-sections.

3.2.8.2 Employment Eligibility; Subcontractors, Vendors, Sub-subcontractors and Subvendors. To the same extent and under the same conditions as Vendor, Vendor shall require all of its subcontractors, Vendors, sub-subcontractors and subvendors performing any work relating to the

Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.8.1.

3.2.8.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Vendor verifies that they are a duly authorized officer of Vendor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Vendor or its subcontractors, Vendors, sub-subcontractors or subvendors to meet any of the requirements provided for in Sections 3.2.8.1 or 3.2.8.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Vendor under Section 3.2.8.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.8.4 Equal Opportunity Employment. Vendor represents that it is an equal opportunity employer and it shall not discriminate against any subvendor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Vendor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.8.5 Safety. Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subvendors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Vendor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Vendor shall not allow any subVendor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subvendor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.9.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Vendor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Vendor agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than

\$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Vendor's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

(E) Cyber Liability / Privacy and Network Security. Cyber liability insurance with limits of not less than \$2,000,000 per claim and in the aggregate, covering privacy liability, network security liability, data breach response costs, notification costs, credit monitoring, regulatory defense and penalties to the extent insurable by law, ransomware/cyber extortion, business interruption, and media liability. Such coverage shall apply to all City data, claim files, personally identifiable information, medical information, litigation information, and other confidential information accessed, maintained, processed, transmitted, or stored by Vendor in connection with the Services.

(F) Crime / Fidelity / Funds Transfer Fraud. Crime insurance, including employee dishonesty, client property, computer fraud, funds transfer fraud, and social engineering coverage, with limits of not less than \$2,000,000 per occurrence. The policy shall cover loss of City funds or claim/trust account funds caused by Vendor, Vendor's employees, agents, subcontractors, or persons for whom Vendor is responsible. City shall be named as loss payee as its interests may appear.

3.2.9.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Vendor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Vendor shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies

shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions):(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.9.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.9.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subvendors.

3.2.9.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.9.7 Evidence of Insurance. The Vendor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Vendor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.9.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.9.9 Enforcement of Agreement Provisions (non estoppel). Vendor acknowledges and agrees that actual or alleged failure on the part of the City to inform Vendor of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.9.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.9.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Vendor, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Vendor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Vendor or City will withhold amounts sufficient to pay premium from Vendor payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Vendor to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Vendor from liability in excess of such coverage, nor shall it limit the Vendor's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Vendor shall report to the City, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with the Services under this Agreement.

3.2.9.12 Insurance for Subvendors. Vendor shall include all subvendors engaged in any work for Vendor relating to this Agreement as additional insureds under the Vendor's policies, or the Vendor shall be responsible for causing subvendors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subvendor's policies. All policies of Commercial General Liability insurance provided by Vendor's subvendors performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Vendor shall not allow any subvendor to commence work on any

subcontract relating to this Agreement until it has received satisfactory evidence of subvendor's compliance with all insurance requirements under this Agreement, to the extent applicable. The Vendor shall provide satisfactory evidence of compliance with this section upon request of the City.

3.3 Fees and Payments.

3.3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in, Exhibit "B," attached hereto and incorporated herein by this reference. Compensation for the initial three-year term, together with the City's option to extend the Agreement for up to two additional one-year terms, shall not exceed a total amount of **One Million Fifty-Nine Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$1,059,825.00)** without prior written approval of the City Council or City Manager, as applicable. Any Extra Work authorized in accordance with this Agreement shall be compensated at the rates and in the manner set forth herein.

3.3.2 Payment of Compensation. Vendor shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Vendor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Vendor's fees, the City shall give written notice to Vendor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "B" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Vendor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "B" may be adjusted each year at the time of renewal as set forth in Exhibit "B".

3.4 Labor Code Requirements.

3.4.1 Labor Certification. By its signature hereunder, Vendor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Accounting Records.

3.5.1 Maintenance and Inspection. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities

related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. City may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those services which have been adequately rendered to City, and Vendor shall be entitled to no further compensation. Vendor may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Vendor in connection with the performance of Services under this Agreement. Vendor shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:	George Hills PO Box 120 Rocklin, CA 95677 ATTN: Agnes Hoeberling, Chief Client Officer, AvonRisk
City:	City of Pomona 505 South Garey Avenue Pomona, CA 91766 ATTN: Naela Cansino, Risk Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Vendor under this Agreement

("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Vendor on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Vendor shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Vendor is entitled under the termination provisions of this Agreement, Vendor shall provide all Documents & Data to City upon payment of the undisputed amount. Vendor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Vendor shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Vendor shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subvendors. Vendor shall require all subvendors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subvendor prepares under this Agreement. Vendor represents and warrants that Vendor has the legal right to license any and all Documents & Data. Vendor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Vendor or its subvendors, or those provided to Vendor by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Vendor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Vendor's seal from the Documents & Data and indemnify and hold harmless Vendor and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Vendor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Vendor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Vendor, a party for whom the Vendor is legally responsible or liable, or anyone approved by the Vendor.

3.6.3.4 Indemnification. Vendor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Vendor in connection with the performance of this Agreement shall be held confidential by Vendor. Such materials shall not, without the prior written consent of City, be used by Vendor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Vendor which is otherwise known to Vendor or is generally known, or has become known, to the related industry shall be deemed confidential. Vendor shall not use

City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Vendor's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Vendor of its intention to release Proprietary Information. Vendor shall have five (5) working days after receipt of the Release Notice to give City written notice of Vendor's objection to the City's release of Proprietary Information. Vendor shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Vendor fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.3.7 Data Security; Security Incidents. Vendor shall implement and maintain administrative, technical, and physical safeguards designed to protect City data, claim files, personal information, medical information, financial information, litigation information, privileged information, and other confidential information from unauthorized access, acquisition, use, disclosure, alteration, or destruction. At a minimum, Vendor shall use access controls, unique user credentials, multi-factor authentication where available, encryption in transit and at rest where commercially reasonable, secure file transfer methods, logging, and role-based access limitations. Vendor shall notify City in writing within twenty-four (24) hours after discovering any actual or reasonably suspected unauthorized access to, acquisition of, disclosure of, or compromise of City data or claim files. Vendor shall cooperate with City in investigating, mitigating, remediating, documenting, and providing any legally required notices relating to such incident. Vendor shall not notify affected individuals, regulators, insurers, claimants, or third parties regarding a City data incident without the City's prior written approval, unless legally required to do so. Vendor shall be responsible for all costs, losses, liabilities, and expenses arising from a security incident caused by Vendor or persons for whom Vendor is responsible.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.5 [Reserved]

3.6.6 Indemnification.

3.6.6.1 To the fullest extent permitted by law, Vendor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subvendors or agents in connection with the performance of the Vendor's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Vendor, the City, its officials, officers, employees, agents, or volunteers.

3.6.6.2 If Vendor's obligation to defend, indemnify, and/or hold harmless arises out of Vendor's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Vendor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Vendor, and, upon Vendor obtaining a final adjudication by a court of competent jurisdiction, Vendor's liability for such claim, including the cost to defend, shall not exceed the Vendor's proportionate percentage of fault.

3.6.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.8 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Vendor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Vendor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Vendor shall be barred from bringing and maintaining a valid lawsuit against the City.

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

3.6.10 City's Right to Employ Other Vendors. The City reserves right to employ other Vendors in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment or Transfer. Vendor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Vendor include all personnel, employees, agents, and subVendors of Vendor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.21 Conflict of Interest; Levine Act; Economic Interest Disclosure. Vendor shall comply with all applicable conflict-of-interest, financial disclosure, and campaign contribution laws, including Government Code section 84308 to the extent applicable. Upon City request, Vendor shall provide any disclosures or certifications reasonably required by the City relating to Vendor, AvonRisk, any parent, subsidiary, affiliate, agent, lobbyist, or other financially interested person or entity. Vendor's officers, employees, or representatives shall file Statements of Economic Interests if determined by the City Manager, City Attorney, or City's Conflict of Interest Code to be required.

3.7 Subcontracting.

3.7.1 Prior Approval Required. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO

**PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF POMONA AND GEORGE HILLS AN AVONRISK
COMPANY**

CITY OF POMONA

GEORGE HILLS

**a California corporation, doing business as
George Hills, an AvonRisk Company**

By: _____
Anita D. Scott
City Manager

By: _____
Agnes Hoeberling
COO, AvonRisk

Attest:

City Clerk

Approved as to Form:



Best Best & Krieger LLP
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Data Conversion

Vendor is responsible for accurately converting the City's claims data to the Vendor's current claims software program. Currently, the claims software being utilized is iVOS. It is expected that the data conversion will be completed within 30 days of receipt of the City's data.

Program Administration

Vendor shall provide professional and technical staff to perform Claims Administration services to include the following:

- Perform Liability claims adjusting services;
- Inform City staff of changes in statutes, laws, rules and regulations that could have an impact on the City's Liability claims program;
- Advise City staff of any trends that may have an impact on the City's claim program;
- Attend meetings and file reviews with City staff and provide updates on the City's open liability cases;
- Provide statistical reports on a monthly basis that depict new and closed claims, payments that have been issued and the current reserves on all open liability claims;
- Respond to any requests by the City's excess pool, PRISM, with regard to the City's liability claims program, as well as providing any reports the excess pool may request.

Claims Handling

All new claims received by the City will be scanned and emailed to Vendor. Upon receipt of new claims, Vendor shall:

- Set up a new claim file within 24 hours of receipt of the claim;
- Send an acknowledgement letter to the City's Risk Manager on all new files opened;
- Assign each claim an initial case reserve;
- Review each claim to verify compliance with the reporting requirements as set forth in the California Government Code;
- If not in compliance, issue the appropriate notice advising of the applicable deficiencies;
- Vendor shall recommend initial and updated reserves for each claim; however, reserves shall be established and modified in accordance with authority limits and procedures approved by the City's Risk Manager or designee;
- Conduct investigation into each claim, which shall include contact with the claimant or claimant's attorney for additional claim details, requests for information from the City and field work regarding the claim, if appropriate, which will include photographs, measurements of defects etc.;
- After completing its investigation, Vendor shall prepare a written recommendation regarding acceptance, rejection, compromise, settlement, or other disposition of the claim. City shall retain final authority over claim acceptance, rejection, settlement, and payment. Vendor shall not accept, reject, settle, compromise, or pay any claim except in accordance with written authority limits and procedures approved by the

City. Vendor may issue notices, including notices of insufficiency, untimeliness, rejection, or other claim correspondence, only as authorized by the City and in a form approved by the City;

- If rejection is appropriate, issue the rejection notice, which will include an explanation as to why the claim was rejected. Forward a copy of the rejection notice to the Risk Manager;
- If claim is to be accepted, gather damages documentation and negotiate a reasonable settlement;
- Prepare a settlement request and recommendation and forward to the Risk Manager;
- Risk Manager will advise Vendor on whether a requested settlement is authorized. All settlements, regardless of the amount, are subject to City approval;
- Report claims to the City's excess pool as appropriate;
- Issue settlement payments as appropriate;
- Issue payments on litigation invoices after review by the Risk Manager;
- Set reserves for litigated claims at the direction of the Risk Manager;
- If necessary, and requested by the City, Vendor shall assist the City and City Attorney with Small Claims Court matters, including preparing claim summaries, exhibits, witness lists, factual background, and recommendations. Vendor shall attend Small Claims Court only when authorized by the City and only to the extent permitted by applicable law. Nothing in this Agreement authorizes Vendor to practice law or to appear on behalf of the City in any proceeding where such appearance is not legally permitted.

In addition to the above, Vendor shall act as the City's Reporting Agent in compliance with the Medicare Secondary Payor requirements under the CMS Section 111 mandatory reporting program.

Claims and Litigated Claim File Reviews

Review of claims will take place on a regular basis, as determined by the City. The claim reviews are intended to evaluate open claims, which shall include the litigated claims, and to determine whether the reserves and current strategies for handling of the files are appropriate. These reviews can also assist in identifying current trends, case law changes and ways to improve the claims administration and communication process.

Claims Management Systems and Reports

The Claims Management system must have the capability for the designated City staff (e.g. the Risk Manager or designee) to log into the system and independently review claim, litigation file notes and case reserves.

Designated City personnel (e.g. the Risk manager or designee) shall also have the ability to enter file notes into litigated claim files for which the City retains management and oversight of the litigation.

Vendor shall provide technical support to the City's designated staff for the use of and access to the Vendor's Claims System as requested by the City.

Vendor shall prepare statistical liability claims reports on a monthly basis, with an annual summary based on the City's fiscal year (July 1 through June 30). Reports shall include, but not

be limited to the following:

- Date of incident;
- Date claim is filed with the City;
- Monetary damages sought;
- Disposition to date;
- Liability category;
- If applicable, date litigation served on the City;
- If applicable, defense counsel

In addition to the monthly and annual reports, a separate report shall be prepared for claims reserved at \$50,000 or more.

Claims that remain open shall be carried over each month until final disposition. Statistical reports are due no later than the tenth calendar day of each month.

Option to Out-Source Management of Litigated Claims

The City may, at its discretion, assign management of litigated claims to the Vendor. Any litigated claims assigned to the Vendor shall include, but may not be limited to, completing the following tasks:

- The City's Risk Manager shall e-mail a copy of the Summons and Complaint to Vendor;
- Follow the City's Litigation Management policy and work with the selected defense counsel towards resolution of the litigated claim;
- Make timely payments of legal bills and related invoices submitted by the Risk Manager;
- Attend all settlement conferences and mediations;
- If a settlement is reached, in conjunction with defense counsel, prepare a settlement recommendation and transmit such to the Risk Manager;
- If a case proceeds to trial, attend trial and report to the Risk Manager on a daily basis what occurred during the trial that day;
- Obtain reimbursement from excess pool should expenditures exceed self-insured retention.

Vendor's role with respect to litigated claims is administrative and claims-management related. Vendor shall coordinate with the City's Risk Manager, City Attorney, and assigned defense counsel, but shall not provide legal advice, direct legal strategy, waive privileges, authorize settlement, or instruct defense counsel on matters reserved to the City, City Attorney, or defense counsel unless expressly authorized by the City.

EXHIBIT "B"
COMPENSATION

Vendor shall be compensated in accordance with the following fee schedule. The amounts below are the maximum compensation payable for the Services for each contract year, except for City-approved claim payments, settlements, defense costs, and allocated claim expenses paid from the City-funded claims account in accordance with the Agreement.

Except as expressly stated in this Exhibit B or approved in advance in writing by the City, the City shall not be responsible for any additional charges, including conversion fees, storage fees, retrieval fees, copying fees, scanning fees, shipping fees, disposal fees, catastrophic pricing, custom reporting fees, run-off fees, termination fees, travel expenses, mileage, or other administrative charges. Vendor's proposal and fee proposal are not incorporated into this Agreement except to the extent specific terms are expressly restated in this Agreement or Exhibit B.

All Fees for all years (with the exception of subrogation recovery fees) are articulated below:

	Fixed Claim Fee	Startup Fee	Admin Fee	MMSEA Fee	Total Fee
Year 1	\$190,000.00	\$5,000.00	\$7,500.00	\$800.00	\$203,300.00
Year 2	\$195,750.00	\$0.00	\$7,500.00	\$500.00	\$203,750.00
Year 3	\$202,100.00	\$0.00	\$7,500.00	\$500.00	\$210,100.00
Year 4	\$209,175.00	\$0.00	\$7,500.00	\$500.00	\$217,175.00
Year 5	\$217,500.00	\$0.00	\$7,500.00	\$500.00	\$225,500.00