

**AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
BENEFIT BROKER**

THIS AGREEMENT is made and effective as of January 1, 2024, between the City of Upland, a municipal corporation ("City") and Keenan & Associates ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on January 1, 2024, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2024, unless sooner terminated pursuant to the provisions of this Agreement. The City may, upon mutual agreement, extend this term for two (2) additional one (1) year terms.

2. **SERVICES.** Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. The City agrees to pay Consultant, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto, based upon actual time spent on the above tasks. Any services provided to Client that are outside of or in addition to those described in Exhibit A shall be subject to additional fees. Any terms in Exhibit B other than the scope of work to be performed, payment rates and schedule of payment, are null and void.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

The City Manager may approve additional work up to ten percent (10%) of the amount of this Agreement or fifty thousand dollars (\$50,000.00). In no event shall the total, all-inclusive annual sum payable under this Agreement (*basic Agreement amount and additional*

work) exceed fifty thousand dollars (\$50,000.00). Any additional work in excess of this amount shall be approved by the City Council.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

5. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not affect or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed complies with this Agreement. Upon termination of the Agreement pursuant to this Section, the Consultant will submit a final invoice to the City pursuant to Section 4.

6. **DEFAULT OF CONSULTANT.**

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and the City may, at its option, terminate this Agreement pursuant to Section 6.b, or immediately by written notice to the Consultant when City deems the default to be material and substantial in nature. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. Subject to the provisions of Section 6.a, if the City Manager or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this

Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. **REQUIRED RECORDS.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

8. **OWNERSHIP OF WORK PRODUCT.**

a. Unless otherwise agreed upon in writing, all reports, documents, or other written material, including any images, photographs, video files, websites, object and source codes, digital files, and/or any things, objects, ideas, and/or concepts, regardless of form, created or developed for the City by Consultant in the performance of this Agreement (collectively, "Work Product") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. All Work Product shall be considered to be "works made for hire", and all Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

b. Consultant hereby assigns to City all ownership and any and all intellectual property rights to the Work Product that are not otherwise vested in the City pursuant to subsection (a), above.

C. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the required services and the production of all Work Product produced under this Agreement, and that City has full legal title to and the right to reproduce the Work Product. Consultant shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Work Product violates any federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights

and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the required services and Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and/or the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

9. **INDEMNIFICATION.**

a. To the maximum extent permitted by law, the Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, elected officials, employees and volunteers ("Indemnitees") from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, and/or liability of any kind or nature which any of the Indemnitees may sustain or incur or which may be imposed upon them, for injury to or death of persons, or damage to property, arising out of Consultant's acts, omissions or willful misconduct, and/or negligent acts or omissions in the performance of professional services, in connection with the performance or non-performance of, this Agreement, except to the extent arising out of the negligence of any Indemnitee.

b. In the event any claim or action is brought against any of the Indemnitees relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

10. **INSURANCE REQUIREMENTS.** Consultant shall procure and maintain for the duration of this Agreement the insurance described below, protecting against claims and liabilities which may arise out of or in connection with the performance of the services hereunder by the Consultant, its agents, representatives, or employees.

a. **Minimum Scope of Insurance.** To the extent such claims and liabilities may be indemnifiable and insurable, coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability form No. CG OO 01 11 85 or 88.
- (2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code I (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.
- (4) Professional Liability (Errors and Omissions) insurance providing professional liability for the Consultant's profession.
- (5) Cyber Liability providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City data and personal information; (ii) data breach including theft, destruction, and/or unauthorized use of City data and/or personal information; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City data and/or personal information.

b. Minimum Limits of Insurance. Unless otherwise approved in writing by the City' Manager, Consultant shall maintain the required insurance with limits no less than:

- (1) Commercial General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- (3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.
- (4) Professional Liability coverage: Two million (\$2,000,000) per claim and in aggregate.
- (5) Cyber Liability: Two million (\$2,000,000) per occurrence.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure

a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, elected officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- (2) For any claims related to the services herein, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- (4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- (6) The policies shall be endorsed to waive the right of subrogation. The Consultant waives the right of subrogation.

e. Claims-Made Policies. If the professional liability policy is a "claims-made" policy, then it shall be endorsed to provide an extended reporting period of at least three (3) years.

f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VIII and +

g. permitted and licensed to do business in the State of California, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

h. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

11. **INDEPENDENT CONTRACTOR.**

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

c. PERS Eligibility Indemnification: In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. **LEGAL RESPONSIBILITIES.** The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant is responsible for compliance with the Patient Protection and Affordable Care Act (2010), and City shall not be obligated to provide any health care coverage to Consultant. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

13. **RELEASE OF INFORMATION.**

a. All information gained by, or otherwise made accessible to, Consultant in performance of this Agreement shall be considered confidential and shall not be released or disclosed by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not, without written authorization from the City Manager or unless requested by the City Attorney, or required by law, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. **NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Upland
460 North Euclid Avenue
Upland, California 91786
Attention: City Manager

To Consultant: Keenan & Associates
2355 Crenshaw Blvd, Suite 200
Torrance, CA 90501
Attn: Legal Department

15. **ASSIGNMENT AND SUBCONTRACTING**. The Consultant shall not assign any interest in this Agreement, nor any part thereof, nor any monies due hereunder, or subcontract any required performance, without prior written consent of the City. Any purported assignment or subcontract in violation of this Section shall be void for all purposes.

16. **LICENSES**. At all times during the term of this Agreement, Consultant shall possess, in full force and effect, all licenses required by law for the performance of the services herein.

17. **GOVERNING LAW**. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Upland.

18. **PROHIBITED INTEREST**. No officer, or of the City shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's subcontractors for this project, during his/her tenure or for one (1) year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's subcontractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. **ENTIRE AGREEMENT**. This Agreement, together with Exhibits hereto, each of which is incorporated by reference herein, contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. The provisions of this Agreement shall govern in the event of any conflict or inconsistency with the provisions of any Exhibit hereto.

20. **AUTHORITY TO EXECUTE THIS AGREEMENT**. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she

has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

21. **SEVERABILITY**. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

22. **WAIVER**. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

23. **CONSTRUCTION**. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24. **RESPONSIBILITY FOR ERRORS**. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all professional and nonprofessional services necessary to rectify and correct the matter to the sole satisfaction of City, and to participate in any meeting required with regard to the correction.

25. **ATTORNEYS' FEES**. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party, as determined by the Court.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF UPLAND

CONSULTANT

DocuSigned by:
Michael Blay
EP20F9DCC3FF48A...
Michael Blay, City Manager

DocuSigned by:
Laurie LoFranco
18AE7C5003E74FB...
By: Laurie LoFranco, SVP
Keenan & Associates

Attested by:

DocuSigned by:
Keri Johnson
F421A8F85BE347A...
Keri Johnson, City Clerk

Approved as to Form:

DocuSigned by:
Steve Deitsch
9326570F6DB648E...
Stephen P. Deitsch, City Attorney
Best Best & Krieger LLP

EXHIBIT A
TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include but are not limited to.

1. Assisting the City in administering all group employee benefit insurance plans including: medical, dental, vision, disability, and voluntary plans (including vetting any vendors).
2. Responding to questions from and providing information to staff and providing other consulting services during the course of the plan year.
3. Researching and advising the City of any new developments in the law and employee benefit programs on an ongoing basis.
4. Reviewing claims experience, claim service, and claim administration to ensure maximum benefit of the City.
5. Determining and recommending the most economical funding methods for the benefit programs.
6. Representing the City in all negotiations with providers on all issues including those related to premiums, benefit levels, plan design and special terms and conditions.
7. Meeting with and providing reports to various City representatives including City Council, City Manager, Human Resources staff and the Benefits Committee.
8. Assisting the City with the implementation and communication of new programs or changes to existing programs which will include attending and presenting information at Open Enrollment meetings.
9. As requested by the City, preparing bid specifications, and soliciting proposals from insurance markets which specialize in group insurance plans as requested. Evaluate bids, and bidders, including administration claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identify the most cost-beneficial package from among the various bidders. To the extent that soliciting proposals from insurance markets may be requested, City agrees to appoint Keenan as its Broker of Record as may be required by the carriers and/or vendors.
10. Provide COBRA Administration for the City during the length of the contract.
11. Provide an Online Benefits Open Enrollment System for employees.
12. Interface with insurance carriers as needed to assist the City in the resolution of problems associated with the benefits programs.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

For January 1, 2024, through December 31, 2024:

Solely with regard to the services described in Exhibit A as they pertain to Kaiser Permanente medical plan ("Kaiser"), City agrees to pay Consultant twelve (12) monthly installments of five thousand nine hundred fifty-seven dollars and twenty-five cents (\$5,957.25) commencing January 1, 2024, for a total amount of seventy-one thousand four hundred and eighty seven dollars (\$71,487.00) annually ("Kaiser Consulting Fee"). Consultant shall present City with an invoice pursuant to Sections 4 and 5 of this Agreement.

With regard to any other services described in Exhibit A as they pertain to any other plans, coverages, and/or vendors, Consultant shall receive commissions from all insurance carriers and/or other vendors for the placement of insurance coverage. City shall have no responsibility for the payment of any such commission to Consultant. City acknowledges that commissions paid by insurers to Consultant that are directly related to the insurance coverage purchased by City as part of the Plans may impact the pricing that Consultant is able to obtain for City for such coverage.

The City will not be charged for the Online Benefit system, Benefit Bridge, as a member of PACE.

Two (2) Optional One (1) Year Extensions: January 1, 2025 through December 31, 2025, and January 1, 2026, through December 31, 2026:

If City chooses to elect the one (1) or two (2) of the one (1) year extensions, a three percent (3%) increase will be automatically added to each extension year as follows:

- Commencing on January 1, 2025, the annual fee will increase to seventy-three thousand, six hundred and thirty-one dollars and sixty-one cents (\$73,631.61) and will be billed as six thousand one hundred thirty-five dollars and ninety-seven cents (\$6,135.97) monthly; and
- Commencing on January 1, 2026, the annual fee will increase to seventy-five thousand, eight hundred forty dollars and fifty-six cents (\$75,840.56) and will be billed as six thousand, three hundred twenty dollars and five cents (\$6,320.05) monthly.

All other pricing terms and conditions shall remain the same.