

EXHIBIT A

SCOPE OF SERVICES

GovInvest Scope of Services and Responsibilities	Frequency
Pension/OPEB Modules (including GASB 68 and 75 reports)	
Unlimited licenses to the Pension and OPEB modules which are comprehensive online software tools designed to assist in managing and analyzing pension and OPEB liabilities. The software offers the following capabilities:	Ongoing
Analyze and report on various funding scenarios for pension funding policy.	As needed
Assess and update funding policies based on CalPERS investment returns, providing annual impact analysis with updated data.	As needed
Evaluate the effect of cost-of-living adjustments on unfunded liabilities.	As needed
Develop educational and presentation materials for stakeholders.	As needed
Generate customized reports and dashboards for monitoring.	As needed
Delivery of GASB 68 Accounting Valuation and GASB 75 Full Valuation/Roll-Forward Valuation reports including Journal entries and Disclosers These reports provide comprehensive pension and OPEB reporting compliant with all relevant accounting standards, incorporating necessary actuarial data, and ensuring accurate reconciliation of plan financials.	Annual
Support updates of pension funding policy, educational materials, presentations, etc.; provide input/feedback, review, propose edits, etc. as subject matter expert and to align with best practices/current information	Annual
GovInvest will provide timely insights and updates via newsletters, conferences, and webinars, focusing on the impacts of external policy decisions and other industry developments. (i.e. Impact of CalPERS returns, labor union laws, etc.)	Quarterly
Labor Costing Module	
Unlimited licenses to the Labor Costing Module which is an online software platform for calculating labor related expenses for budgeting and union contract negotiation. The platform provides the ability to:	Ongoing
Upload salary schedule and compensation bands.	As needed
Model costs (e.g., COLAs, special pays, pension, healthcare, and taxes)	As needed
Configure and change costs on the fly and compare against a baseline	As needed
Filter proposal results by sub-groups for demographic reporting.	As needed
Run turn-key cost scenarios that can be compared side-by-side	As needed

GovInvest Scope of Services and Responsibilities Continued	Frequency
Overall	
Unlimited User logins: Credentials to access individual cloud-based portals.	Ongoing
Setup, Support & Training: Dedicated support staff to assist in initial setup and ongoing maintenance, and unlimited ongoing training of the product and features.	As needed
Annual Updates to the software modules and the data therein.	Annual
Features & Reports: All current and future features and reporting functions available within the cloud-based portal.	Ongoing
Technical Support: Access to helpdesk for software bugs and/or issues via telephone, email or website ticket form during standard work hours (9:00am to 5:00pm PST).	As needed
Access to subject matter experts (SMEs) for questions/support/validation/review of client analyses and/or presentations or educational materials	As needed
Dedicated Customer Success Manager: Point of contact providing training, proactive engagement, issue resolution, best practices guidance, feedback collection, access to educational resources and quarterly business reviews to ensure alignment on projects and initiatives.	Ongoing

Client Responsibilities	Frequency
Pension/OPEB Modules (including GASB 68 and 75 reports)	
Provide the necessary data reports downloaded from the myCalPERS website to update the Pension Module and to support the development of the GASB 68 report.	Annual
Provide final valuation census data and OPEB valuation report and/or GASB 75 report as of latest fiscal year. The valuation census data should come from the OPEB actuary as opposed to the raw data provided by the client to the OPEB actuary.	Annual
Provide superuser(s) to be trained and utilize the pension module to perform "what-if" scenario analysis and other analyses.	As needed
Labor Costing Module	
An outline of costs that are to be modeled for each labor contract using the labor costing module and provide commensurate individual or aggregate data to be able to model each cost.	Annual/ or As needed
Provide census information for each position to be modeled in the labor costing module for data on salaries, special pays and benefits.	Annual/ or As needed
Provide superuser(s) to be trained and utilize the labor costing module to perform "what-if" scenario analysis and other analyses..	Annual/ or As needed

GovInvest Scope of Services and Responsibilities (Managed Services)	Frequency
Pension and OPEB	
Develop funding policies and options for pension funding.	As needed
Conduct in-depth analysis and update funding policies based on CalPERS investment returns, providing annual comprehensive impact analysis..	As needed
Develop and provide presentations for stakeholders and elected officials, facilitating workshops and training sessions.	As needed
Provide analysis and documented strategy related to the management of unfunded liabilities.	As needed
Offer tailored consulting and advisory services to address specific needs and provide ongoing support and alignment with organizational goals.	As needed
Labor Costing	
Review and refine labor costing strategies, providing expert feedback on compensation and classification studies.	As needed
Conduct detailed analysis and modeling of labor costs, including scenario planning for negotiations.	As needed
Develop and provide presentations for workforce planning and budget forecasting, offering workshops and training sessions.	As needed
Provide comprehensive reports and dashboards, tailored to specific organizational needs.	As needed
Offer ongoing consulting and advisory services to ensure effective use of the labor costing module and alignment with strategic goals.	As needed

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

Items	Annual Fees	3-Year Contract Total
Labor Costing Module	\$20,000	
OPEB Module	\$15,000	
GASB 75	\$0	
Pension Module	\$15,000	
GASB 68	\$0 (bundled with Pension)	
Managed Services	\$250/hr (\$5000 not to exceed) for 20 hours)	
Total	\$50,000 - \$55,000	\$150,000 - \$165,000

EXHIBIT C

INDEMNIFICATION

[NOTE TO STAFF: INDEMNIFICATION EXHIBIT VERSION 1, PROFESSIONAL USE THIS VERSION FOR ALL CONTRACTS WITH LICENSED ARCHITECTS, LANDSCAPE ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS ONLY. IF THIS VERSION 1 IS USED, DELETE VERSION 2 ON THE NEXT PAGE.]

- A. Consultant shall, to the extent permitted by law, including without limitation California Civil Code 2782 and 2782.8, indemnify, hold harmless and assume the defense of, in any actions at law or in equity, the City, its employees, agents, volunteers, and elective and appointive boards, from all claims, losses, and damages, including property damage, personal injury, death, and liability of every kind, nature and description, arising out of, pertaining to or related to the negligence, recklessness or willful misconduct of Consultant or any person directly or indirectly employed by, or acting as agent for, Consultant, during and after completion of Consultant's work under this Agreement.
- B. With respect to those claims arising from a professional error or omission, Consultant shall defend, indemnify and hold harmless the City (including its elected officials, officers, employees, and volunteers) from all claims, losses, and damages arising from the professionally negligent acts, errors or omissions of Consultant, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.
- C. Consultant's obligation under this section does not extend to that portion of a claim caused in whole or in part by the sole negligence or willful misconduct of the City.
- D. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.
- E. Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.

EXHIBIT C

INDEMNIFICATION

[NOTE TO STAFF: INDEMNIFICATION EXHIBIT VERSION 2, TECHNICAL CONSULTANT USE THIS LANGUAGE FOR ALL OTHER TECHNICAL AND LICENSED CONSULTANTS THAT ARE NOT LICENSED ARCHITECTS, LANDSCAPE ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS. IF THIS VERSION 2 IS USED, DELETE VERSION 1 ON THE PREVIOUS PAGE.]

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.