

AGREEMENT
For
PROFESSIONAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
GABRIEL, ROEDER, SMITH & COMPANY
For
ACTUARIAL SERVICES FOR THE COLUMBIA POLICE AND FIREFIGHTER
PENSION

THIS AGREEMENT (hereinafter "Agreement") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "CITY"), and **Gabriel, Roeder, Smith & Company**, a corporation organized in the State of Michigan, and with authority to transact business within the State of Missouri, (hereinafter called "CONSULTANT"), is entered into on the date of the last signatory noted below ("Effective Date"). CITY and CONSULTANT are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, CITY needs certain technical and professional services as described more fully in the Scope of Work attached hereto as Exhibit A; and

WHEREAS, CONSULTANT has submitted its fee proposal (hereinafter referred to as "Pricing Proposal") attached hereto as Exhibit B; and

WHEREAS, CONSULTANT has made certain representations and statements to CITY with respect to the provision of such services, and CITY desires to accept said CONSULTANT's Proposal on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Services and Performance Standards.
 - a. Scope of Services. **Consultant is responsible for all actuarial services required by Columbia Police and Firefighter Pension as more fully described in CITY's Scope of Work (Exhibit A), and any services added pursuant to Paragraph 2 of this Agreement (hereinafter collectively referred to as "Actuarial Services"). These services include but are not limited to: all actuarial evaluation, tracking, determination and modification of employee data and employer contribution rates; and providing the Minimum Requirements and Services described in the CITY's Scope of Work.**

b. Prior to beginning any work on the Actuarial Services, CONSULTANT shall resolve with CITY any perceived ambiguity in City's requirements and expectations. CITY shall issue a written notice to proceed.

c. CONSULTANT shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If CONSULTANT fails to meet the foregoing standards, CONSULTANT shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct errors and omissions which are caused by CONSULTANT's failure to comply with the above standard. This obligation does not limit CONSULTANT's liability for a breach of professional standards.

2. Addition or Deletions to Services. CITY may add to CONSULTANT's services or delete therefrom, provided that the total cost of such work does not exceed the total cost allowance as specified herein. CONSULTANT shall undertake such changed activities only upon the written direction of CITY. All such directives and changes shall be in written form and prepared and approved by the Parties.

3. Exchange of Data. All information, data, and reports in CITY's possession and necessary for the carrying out of the work, shall be furnished to CONSULTANT without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

4. Personnel. CONSULTANT represents that CONSULTANT will secure at CONSULTANT's own expense, all personnel required to perform the services called for under this Agreement by CONSULTANT. Such personnel shall not be employees of or have any contractual relationship with CITY, except as employees of CONSULTANT. All of the services required hereunder will be performed by CONSULTANT or under CONSULTANT's direct supervision. All CONSULTANT's personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of CITY.

CONSULTANT will designate the following listed individuals as its key personnel with responsibilities as assigned. CONSULTANT shall dedicate whatever additional resources are necessary to accomplish the Actuarial Services on a timely basis but will not remove these individuals from the assigned tasks for any reason within the control of CONSULTANT without the written approval of CITY.

Name

Assignment

Mita D. Drazilov, ASA, FCA, MAAA
Heidi G. Barry, ASA, FCA, MAAA
Derek Henning, ASA, MAAA
David L. Hoffman

Lead Actuary/Managing Consultant
Support Actuary/ Consultant
Support Actuary
Peer Review Consultant

5. Term. This Agreement will become effective upon the Effective Date. The initial term of this agreement shall be one year, subject to earlier termination as herein provided. This Agreement may be renewed by CITY for additional one (1) year terms subject, however, to earlier termination provisions contained in this Agreement.

6. Costs. CONSULTANT's Price Proposal in Exhibit B establishes rates for certain fixed fee services and an hourly rate for other services through September 30, 2021, and those fees shall be binding on the parties through that period. Beginning in 2021, prior to the end of the CITY's fiscal year, which ends on September 30th, the City will request proposed fees for the upcoming fiscal year from CONSULTANT for the fixed fee services and a proposed hourly rate for other services. CONSULTANT shall not proceed with services until CITY's Purchasing Agent indicates in writing that the CITY accepts the fees either as proposed or as negotiated between the CITY and CONSULTANT. For those matters billed on an hourly basis, CONSULTANT shall be required to keep track of the amount of hours billable under this Agreement at all times.

7. Payment.

- a. Conditioned upon acceptable performance. Provided CONSULTANT performs the services in the manner set forth in paragraph 1 hereof, CITY agrees to pay CONSULTANT in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to CONSULTANT for services rendered under this Agreement, CITY expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner.
- b. CITY shall have ten (10) days from the date of receipt of the invoice to register CITY's disapproval of the work billed on that invoice. Following CONSULTANT's receipt of said disapproval, CONSULTANT shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, CONSULTANT shall notify CITY of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.
- c. Except as described in Paragraphs 7.a and 7.b above, CITY shall pay CONSULTANT within thirty (30) days of receipt of an invoice.

8. Termination of Agreement.

- a. Termination for Breach. Failure of CONSULTANT to fulfill CONSULTANT's obligations under this Agreement in a timely and satisfactory manner in accordance with the schedule and description of services for the Actuarial Services agreed to by both Parties shall constitute a breach of this Agreement, and CITY shall thereupon have the right to immediately terminate this Agreement. CITY shall give seven (7) days written notice of termination to

CONSULTANT by one of three different means: Facsimile Transmission ("FAX") if CONSULTANT has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to CONSULTANT; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to CONSULTANT or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, CITY, at its sole option, may utilize any and all finished documents, data, studies, and reports prepared by CONSULTANT under this Agreement prior to the date of termination. CONSULTANT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any such breach of this Agreement by CONSULTANT.

- b. Termination for Convenience. CITY shall have the right at any time by written notice to CONSULTANT to terminate and cancel this Agreement, without cause, for the convenience of CITY, and CONSULTANT shall immediately stop work. In such event CITY shall not be liable to CONSULTANT except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by CONSULTANT for the performance of the cancelled portions of the Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, CITY, at its sole option, may purchase, for just and equitable compensation any and all finished documents, data, studies, and reports prepared by CONSULTANT under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at CITY's own risk and without any liability to CONSULTANT. Anticipatory profits and consequential damages shall not be recoverable by CONSULTANT.
- c. Termination by Contractor. GRS may also cancel the contract with 60 days written notice to CITY for any of the following reasons: 1) CITY, the CITY Plan Sponsor, or one or more plan participants or beneficiaries, or the State has filed a lawsuit against GRS in a matter related to CITY, its participants, or its beneficiaries, 2) a member of CITY's Board or Staff has been found guilty of criminal or civil breach of fiduciary responsibility or other severe wrongdoing with respect to CITY or GRS, or 3) a member of CITY's Board or Staff demands that GRS take actions deemed by GRS Management to be unethical or illegal. GRS may otherwise cancel the contract upon giving 90 days written notice to CITY. If CITY cancels the contract for any reason other than the failure of GRS to fulfill the obligations of the quotation or contract, CITY shall pay GRS' reasonable final invoice for work performed under the contract through the date of cancellation.

Regardless of the method of termination of this Agreement, CONSULTANT shall comply with the transition requirements contained in Paragraph 4 of the Scope of Work.

CONSULTANT shall be compensated for those transition services in accordance with the terms of this contract.

9. **Conflicts.** No salaried officer or employee of CITY and no member of City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having such interest shall be employed.

10. **Assignment.** CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of CITY thereto. Notice of such assignment or transfer shall be furnished in writing promptly to CITY. Any such assignment is expressly subject to all rights and remedies of CITY under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require CITY to give any notice to any such assignee of any actions which CITY may take under this Agreement, though CITY will attempt to so notify any such assignee.

11. **Compliance with Laws.** CONSULTANT agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services hereunder.

12. **Employment Of Unauthorized Aliens Prohibited.** CONSULTANT agrees to comply with Missouri State Statute section 285.530 RSMo in that CONSULTANT shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, CONSULTANT shall, by sworn affidavit (Exhibit C) and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. CONSULTANT shall also affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. CONSULTANT shall require each subcontractor to affirmatively state in its contract with CONSULTANT that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. CONSULTANT shall also require each subcontractor to provide CONSULTANT with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

13. **General Independent Contractor Clause.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONSULTANT will be an independent contractor and not CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder. CONSULTANT agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between CONSULTANT and CITY, and CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

14. Insurance. CONSULTANT has provided the certificate of insurance attached as Exhibit D. CONSULTANT shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement insurance coverages on the terms and at the amounts listed in Exhibit D, and no reduction in amount shall occur during the term of this Agreement including any renewals of this Agreement. The requirements contained herein, as well as the CITY's review or acceptance of insurance maintained by CONSULTANT is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by CONSULTANT under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII. In addition, CONSULTANT shall comply with the following additional requirements with respect to the insurance coverage:

a. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Actuarial Services to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the CONSULTANT and CITY. CONSULTANT is required to maintain coverages as stated and required to notify CITY of a Carrier Change or cancellation within two (2) business days. CITY reserves the right to request a copy of the policy

b. The Parties hereto understand and agree that CITY is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.

c. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event CONSULTANT fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate this Agreement without notice.

d. The insurance required by the provisions of this article is required in the public interest and CITY does not assume any liability for acts of CONSULTANT

and/or CONSULTANT's employees and/or CONSULTANT's subcontractors in the performance of this Agreement.

15. Rights in Data, Documents, and Computer Software (City Of Columbia Ownership). Any deliverables prepared by CONSULTANT in the performance of its obligations under the resulting contract shall be the exclusive property of the City of Columbia and all such materials shall be delivered to the City of Columbia by the CONSULTANT upon completion, termination or cancellation of the Agreement. CONSULTANT may, at its own expense, keep copies of all its writing for its personal files. CONSULTANT shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of proposer's obligations under this contract without prior written consent of the City of Columbia; provided, however, that the CONSULTANT shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works. CONSULTANT shall not be expected to provide proprietary information about its internal systems; provided however, that CONSULTANT shall be required upon termination of the contract to meet all the requirements described in Paragraph 4 of the Scope of Work and cooperate with the new contractor in accordance with the actuarial code of conduct as it applies to such transitions with respect to all transitional activities described in that paragraph.

16. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, CONSULTANT shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses arising by reason of any grossly negligent act of CONSULTANT, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with CONSULTANT or a subcontractor for part of the services), of anyone directly or indirectly employed by CONSULTANT or by any subcontractor, or of anyone for whose acts CONSULTANT or its subcontractor may be liable, in connection with providing these services in an amount not to exceed five (5) times the fees paid under this contract during the year in which said gross negligence, error, or willful misconduct is alleged to have occurred, but in any event not to exceed (a) \$250,000 in any consecutive 12-month period in which this Agreement is in effect, commencing as of the first day of the provision of services hereunder, or (b) \$500,000 in the aggregate for all such damages. The indemnification provided by GRS for any single act of gross negligence, error, or willful misconduct shall not exceed \$250,000. To the fullest extent not prohibited by law, CITY must notify GRS of any lawsuit, complaint, or other situation for which indemnification may be sought within six (6) months of the date CITY is notified of the matter. CITY agrees to indemnify, defend and hold harmless GRS for third party claims to the extent that such third party claims would cause the aggregate damages to exceed \$500,000. Furthermore, to the fullest extent not prohibited by law, CITY shall indemnify GRS against third party derivative lawsuits, to the extent that such lawsuits result in a judgment payable to CITY. In no event will GRS be liable to CITY for any indirect, incidental, special, consequential, exemplary or reliance damages (including, without limitation, lost business opportunities or lost sales or profits) arising out of GRS' services to CITY, regardless of whether GRS is advised of

the likelihood of such damages.. This provision does not, however, require CONSULTANT to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.

17. No Waiver of Sovereign Immunity. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

18. Professional Oversight Indemnification. CONSULTANT understands and agrees that CITY has contracted with CONSULTANT based upon CONSULTANT's representations that CONSULTANT is a skilled professional and fully able to provide the services set out in this Agreement.

19. Professional Responsibility. CONSULTANT shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices. If CONSULTANT fails to meet the foregoing standard, CONSULTANT shall perform at its own cost, and without reimbursement from CITY, the professional services necessary to correct the errors and omissions which are caused by CONSULTANT's failure to comply with above standard.

20. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

21. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.

22. Notices. Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to CITY:

City Purchasing Agent
Finance Department
701 E. Broadway
P.O. Box 6015
Columbia, MO 65205-6015
Telephone: (573) 874-7375

If to CONSULTANT:

Judith A. Kermans, EA, FCA, MAAA,
President
Gabriel, Roeder, Smith & Company
One Towne Square, Suite 800
Southfield, Michigan 48076

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

23. Public Records Act. CITY is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and CONSULTANT agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.

24. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

25. Contract Documents. The Contract Documents include this Agreement and the following attachments and exhibits which are incorporated herein by reference except as indicated in this paragraph.

Exhibit:

- | | |
|---|---|
| A | CITY's Scope of Work |
| B | CONSULTANT's Pricing Proposal |
| C | Work Authorization Affidavit |
| D | CONSULTANT's Certificate of Liability Insurance |

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

26. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties relative to the Actuarial Services. All previous or contemporaneous contracts, representations, promises and conditions relating to CONSULTANT's Actuarial Services are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, Interim City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/jm *NTM*

(Seal)

Gabriel, Roeder, Smith & Company

By: *Judith A. Kermans*
Judith A. Kermans, President

Date: 4/17/2019

ATTEST:

By: *Renee M. Nowak*
Name: Renee M. Nowak

EXHIBIT A

SCOPE OF WORK FOR ACTUARIAL SERVICES – POLICE AND FIRE PENSION

Introduction: This scope of work provides a description of the actuarial services to be provided for the City of Columbia’s Police Retirement Plan and the City of Columbia’s Firefighters Retirement Plan, referred to herein collectively as the “PLANS”, both are single employer plans which are independently administered and for purposes of accounting but pooled for investment purposes. The services described herein are the minimum services required under the Agreement. Additional services may be added in accordance with the contract terms.

1. **General and Mandatory Requirements:** The Contractor shall be responsible for all actuarial services required by the PLANS. The CONSULTANT will be responsible for all actuarial evaluation, tracking, determination and modification of employee data, employer contribution rates, and required report preparation. Unless otherwise specified, the CONSULTANT must meet all of the following mandatory minimum qualifications and services as outlined in order to be considered.
 1. Must be legally able to accept and enter into a written services contract with the City of Columbia on behalf of the PLANS.
 2. Must provide on-going consulting services to assist the PLANS in the effective administration of the retirement system for the benefit of participants and employer.
 3. Provide actuarial consultation and advisory service on administrative, technical or policy areas in which CONSULTANT has expertise and that arise during the course of operations.
 4. Keep the COLUMBIA POLICE AND FIREFIGHTER PENSION Boards and administrative staff advised and make recommendations on developments in state and federal legislation and regulations regarding financing, benefits, vesting, fiduciary responsibility, disclosure, etc. as well as information and developments concerning other retirement systems and within the retirement and actuarial professions.
 5. The Chief Actuary or Actuary assigned to the PLANS must be a member of the American Academy of Actuaries and meet the qualification standards of the American Academy of Actuaries to be able to render an actuarial opinion.
 6. Must develop and perform an Actuarial Experience Study every 5 years or as needed. The last study was issued in November 2016.
 7. Prepare an annual Actuarial Valuation Report in accordance with standards of practice promulgated by the Actuarial Standards Board as of the most recent fiscal year end by April 1 of the following year, unless a change in the time-line is agreed upon in advance by both parties.

8. Provide consultation regarding proposed changes to the PLANS and staff documents, and when necessary, prepare cost estimates relating to such proposals.
 9. Assist the PLANS administrative staff in drafting proposed changes to the plan document and any explanatory or support materials for participants, employers or others.
 10. Develop, update and provide various actuarial assumptions, actuarial tables and factors needed by the PLANS, including but not limited to present value factors, survivor factors, deferred/accelerated benefit factors, period certain factors, etc.
 11. Assist in the establishment and maintenance of specifications for the PLANS data files upon request, periodically reviewing the form and content of such files, and making recommendations for modifications, additions or deletions that will ensure the maintenance of all data needed for pricing, proposed enhancements or modifications, special actuarial studies, experience analysis and valuations. (CONSULTANT must maintain a database in order to individually reconcile active and retired life data from one year to the next, and to test the accuracy of the data submitted by the PLANS.)
 12. Attend quarterly Board meetings, if requested, as well as other periodic pertinent meetings as they arise.
 13. Provide assistance and any needed records/documentation requested by compliance auditor (financial, actuarial audit) or other required entity.
 14. The key professionals and/or the organization must not have, nor could they potentially have, a material conflict of interest with the PLANS.
 15. Provide information to the City of Columbia on behalf of the PLANS to comply with GASB Statements 67 and 68 on or before January 31st of each year.
2. **Audit Requirements:** Provide the PLANS administrative staff, its internal auditor, and its external auditors continued access to the CONSULTANT's records, procedures and support documents needed to assess the accuracy and compliance of the PLANS to all required procedures, standards and guidelines, as long as such access does not violate client confidentiality, contractual obligations of the CONSULTANT, or applicable federal or state laws or regulations. CONSULTANT must assist in facilitating any additional actuarial audit work requested by the city's external auditors and/or external actuaries employed by the auditor. CONSULTANT must respond to all inquiries and confirmations in a timely manner.
 3. **Client Servicing:** The PLANS administrative staff is a "hands-on" staff that requires access not only to account administrators but to technical staff in processing, review, report preparation, performance and analysis and other functional areas that may affect

our account. The operational support, flexibility, accessibility, and responsiveness of institutions submitting proposals will be carefully weighed.

- The CONSULTANT shall make appropriate personnel available to meet with the PLANS administrative staff on-site, at dates and times determined by the PLANS administrative staff, to discuss services related to the PLANS's needs.
 - The CONSULTANT must have in place a relationship management protocol that assures the appropriate escalation of and timely resolution to issues and special projects within the context of the PLANS relationship.
 - The PLANS administrative staff shall have direct access to specialists in each functional area to discuss processing issues as they arise.
4. **Transition:** Should the City of Columbia select a new contractor, the new contractor will perform all procedures necessary to convert from CONSULTANT's system to the new Contractor's system of record and Contractor shall cooperate with the new contractor as required by Section 15 of the Contract.
- The new contractor shall present to the PLANS administrative staff a detailed plan for, as well as schedule of, the transition from the current Contractor to the new Contractor. The plan and schedule will include the timing of each phase of the transition as well as the proposed involvement of the new contractor's employees in the process, the level of involvement anticipated from the PLANS administrative staff, and the proposed involvement of CONSULTANT in the transition process.
 - The new contractor will review current actuarial records/processes and research all reconciling items, and ensure logical transition of reporting and flow of records from CONSULTANT's actuarial reporting to the new contractor's reporting.
 - Upon termination of the Agreement, CONSULTANT shall cooperate fully with the new contractor to facilitate the transition from CONSULTANT's system to the successor's system.
 - During transition, CONSULTANT shall provide to the PLANS administrative staff and the new contractor any information about CONSULTANT's system as may reasonably be needed by the new contractor to prepare for and effect the transition. Such information might include data formats, data element definition, update frequencies, etc. CONSULTANT shall not be expected to provide proprietary information about its internal systems.
 - CONSULTANT shall provide to the new contractor a copy of all the PLANS data in a mutually agreed form and format for test purposes.
 - On the effective date of the conversion from CONSULTANT to the new contractor, CONSULTANT shall provide a complete final copy of all the PLANS current files

to the new contractor. To complete close-out of transactions in process, suitable and mutually agreed arrangements shall be made between CONSULTANT, the PLANS administrative staff, and the new contractor for processing of such transactions received subsequent to the effective date of conversion.

Exhibit B

Fees

Annual Actuarial Valuations

September 30	2019 \$ 25,000
September 30	2020 \$ 25,500

The annual actuarial valuations will be delivered on or before April 1st of each year, consistent with current practice and continued timely receipt of valuation data. The delivery date can be made earlier if desired, if the valuation data is delivered earlier.

GASB Statements Nos. 67 and 68 Valuations

September 30	2019 \$ 12,000
September 30	2020 \$ 12,250

The GASB valuations will be delivered on or before January 31st of each year, consistent with current practice and continued timely receipt of valuation data. The delivery date can be made earlier if desired, if the valuation data is delivered earlier.

Other consulting services will be billed on billable time incurred with advanced, not to exceed, fee quotes provided upon request. Time will be billed on a blended hourly rate of \$350 per hour for actuarial consulting staff time with no additional charge for administrative time or expenses.

NOTICE TO VENDORS

Section 285.525 – 285.550 RSMo Effective January 1, 2009

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received

from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

Exhibit D

Certificate of Liability Insurance

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Southfield / AssuredPartners NL		NAMED INSURED Gabriel, Roeder, Smith & Company Holdings, Inc. One Towne Square, Suite 800 Southfield, MI 48076	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The City of Columbia, its elected officials and employees are included as Additional Insured's when required by written contract or agreement with respect to the Actuarial Services.