



REQUEST FOR PROPOSAL

San Joaquin County Employees' Retirement Association
220 E. Channel Street
Stockton, California 95202
Phone: (209) 468-2163
www.sjcera.org

Request for Proposal No. 2025-01

ACTUARIAL CONSULTING SERVICES

Contract Term

January 1, 2026 through December 31, 2030

Proposals must be received no later than 4:00 p.m.
Friday, June 27, 2025

KEY DATES

Request for Proposals (RFP) issued:	May 16, 2025
Letter of Intent and Written Questions Due	May 30, 2025
Responses to Questions Posted on Website	No later than June 6, 2025
Due date for submission of proposals:	June 27, 2025
Possible Interview(s) of Finalists:	July 7 – 9, 2025
Estimated Contract Execution:	August 8, 2025

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I. INVITATION

The San Joaquin County Employees' Retirement Association (SJCERA) is issuing this RFP to solicit proposals from qualified actuarial firms to provide a range of actuarial services and actuarial advice to SJCERA's Board of Retirement and SJCERA staff. It is anticipated that SJCERA will enter into a five-year contract with the contract term beginning in 2026.

II. GENERAL INFORMATION

A. Background Information

SJCERA is a public retirement system established by the San Joaquin County Board of Supervisors effective June 28, 1946. SJCERA provides retirement, disability and survivors' benefits to eligible General and Safety members employed by the County of San Joaquin and nine other public employers:

- Lathrop-Manteca Rural Fire Protection District
- City of Mountain House
- San Joaquin County Historical Society and Museum
- San Joaquin County Law Library
- San Joaquin County Mosquito and Vector Control District
- San Joaquin County Superior Court
- San Joaquin Local Agency Formation Commission
- Tracy Public Cemetery District
- Waterloo-Morada Rural Fire Protection District

SJCERA's Board of Retirement has exclusive control and fiduciary responsibility for administering the benefits and managing the investment of plan assets. The Board oversees the Chief Executive Officer and staff in the performance of their duties in accordance with the County Employees' Retirement Law (CERL), the Internal Revenue Code (IRC), the Public Employees' Pension Reform Act of 2013 (PEPRA) as adopted by the Board of Supervisors and Board of Retirement, and the bylaws, policies, and procedures adopted by the Board.

The Board of Retirement includes four trustees appointed by the San Joaquin County Board of Supervisors, the San Joaquin County Treasurer-Tax Collector, and four trustees elected by SJCERA members, one alternate retired member, and one currently vacant alternate member, elected by the Safety members.

As of December 31, 2024, SJCERA's membership included 10,044 active and inactive members and 6,931 retired members. The market value of assets totaled approximately \$4.7 billion as of December 31, 2024.

B. Plan Information

As a cost sharing, multiple-employer defined benefit plan for San Joaquin County and nine other participating employers located in San Joaquin County. Membership begins the first day of employment.

There are two membership types:

1. Safety members – Permanent employees engaged in the performance of active law enforcement, including probation officers and fire suppression employees and not generally covered by Social Security.
2. General members – All other eligible employees not classified as Safety members and covered by Social Security

A member's eligibility for retirement is as follows:

Tier 1 - A Tier 1 member may retire for service at age 50 or older with five years of service credit, and at least 10 years have elapsed since the date of membership. A General member may retire at any age with 30 or more years of service. A Safety member may retire at any age with 20 or more years of service.

Tier 2 - Employees entering public agency employment and public retirement system membership in California for the first time on or after January 1, 2013 are Tier 2. A Tier 2 member may retire for service with five years of service credit upon attaining the minimum retirement age: age 52 for General members and age 50 for Safety members.

Any SJCERA member, regardless of benefit tier, may retire at age 70 with no minimum service credit requirement.

C. Written Questions Related to the RFP

Written questions will be accepted only via e-mail at RFPs@sjcera.org. All questions must identify the RFP section and page number to which the question refers. Written questions to the above e-mail address will be accepted until 4:00 p.m. on Friday, May 30, 2025. Questions and responses thereto will be posted on SJCERA's website (www.sjcera.org) no later than June 6, 2025.

D. Notice of Intent

Each interested party must send a Letter of Intent to Propose to this RFP via e-mail to RFPs@sjcera.org on or before Friday, May 30, 2025. The Notice must include the title of the RFP to which you intend to respond, the single point of contact at your firm responsible for the RFP response and the telephone and e-mail information for this individual.

E. No Contact

No contact with SJCERA board members and SJCERA staff regarding the contents of this RFP will be allowed during the pendency of this RFP, with the exception of the submitted written questions.

F. No Reimbursement for RFP Expenses

SJCERA will not provide reimbursement for any fees, expenses, or other costs incurred in connection with this RFP including the costs of preparing the response, providing any additional information and attending an interview(s). All material submitted in response to this RFP will become the sole property of SJCERA. SJCERA expressly reserves the right to utilize any and all ideas submitted in the proposals received unless covered by legal patent or proprietary rights.

G. Interviews

Interviews may be conducted at SJCERA's discretion. All Proposers selected for interview will be notified of the interview date(s) at least one week (5 business days) in advance.

H. Confidentiality

All responses to this RFP become the property of SJCERA and will be kept confidential until such time as a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act. If a Proposer believes that any portion of its submittal is exempt from public disclosure, such portion must be marked "Confidential." SJCERA will use reasonable and legally permissible means to ensure that such confidential information is safeguarded to the extent that SJCERA, in its independent judgment, concludes that the information is in fact exempt from disclosure, but SJCERA will not be liable for inadvertent disclosure of such materials, data and information. If proposals marked "Confidential" in their entirety, SJCERA will not deny public disclosure of all or any portion of submittals so marked.

By submitting information with portions marked “Confidential”, the proposer represents it has good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse SJCERA for, and to indemnify, defend and hold harmless SJCERA, its officers, fiduciaries, employees and agents from and against: any and all claims, damages, losses, liabilities, suits, judgements, fines, penalties, costs and expenses including, without limitation, attorneys’ fees, expenses and court costs of any nature whatsoever (collectively, “claims”) arising from or relating to SJCERA’s non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

III. SCOPE OF WORK

A. Introduction

SJCERA is seeking a complete response from Proposers who can demonstrate that they possess the organizational, functional, and technical capabilities to offer and perform the services, and meet or exceed the requirements and service levels herein.

The actuary consulting services typically require four visits to Stockton, CA per year, including two Board of Retirement meetings each year to review the annual actuarial valuation.

Below is a summary of the actuarial projects:

- Actuarial Valuation
- Triennial Experience and Assumptions Study
- Actuarial and Government Table Updates and Testing including Factor Tables for the Pension Administration System
- Section 415(b) Monthly Limit Testing and Annual List of Affected Retirees
- Redeposit Factors and Bi-weekly Payment Schedules for Manual Service Purchase Calculations
- GASB 67/68 Financial Statement Disclosure Report
- ACFR Schedules
 - Summary of Actuarial Assumptions and Methods
 - Schedule of Active Member Valuation Data
 - Schedule of Retirees and Beneficiaries Valuation Data
 - Restraints and Beneficiaries Added to and Removed from Retiree Payroll
 - Solvency Test
 - Actuarial Value of Assets and Reserves
 - Summary of Plan Provisions
 - Schedule of Average Monthly Benefit Payments by Number of Years of Credited Service

- Average Monthly Benefit by Years of Service Since Retirement
- Year-end Membership Information, By Tier, By Participating Employer, By Membership Type
- Salary Increase, Termination, and Withdrawal Assumptions
- Assumed Probabilities of Separation from Active Membership
- Statement of Funding Policy
- PEPRA Compensation Limits
- Retiree Cost-of-Living Adjustment (COLA) and COLA bank calculation
- Age Adjusted 415(b) Limits
- LDROM Disclosure
- DRO and Option 4 Calculation Assistance
- Actuarial Consulting

Refer to www.sjcera.org for current and past reports related to:

- [Annual Comprehensive Financial Reports](#)
- [Actuarial Valuations](#)
- [Actuarial Experience Studies](#)
- [GASB 67/68 Report](#)
- [Statement of Funding Policy](#)
- [Board of Retirement – General Information](#)

B. Term of Engagement

A contract with an initial term of five (5) years is contemplated commencing January 1, 2026 and the contract may be extended beyond December 31, 2030 by mutual agreement of the parties by written amendment.

IV. MINIMUM QUALIFICATIONS

1. The Proposer must be a professional actuarial services firm whose primary line of business includes providing actuarial valuation, experience with investigations and analysis, actuarial audits, and pension consulting services to public pension plans, or similar entities of substantial size. At a minimum, the Proposer must have experience with defined benefit pension plans falling under the County Employees Retirement Law of 1937 or with defined benefit plans with assets that exceeded five billion dollars.
2. The Primary Actuary performing the work must be an Associate of the Society of Actuaries and an Enrolled Actuary. Any Supporting Actuary must be either an Associate of the Society of Actuaries, an Enrolled Actuary or have five years of actuarial pension and consulting experience.

3. The Primary Actuary performing the services under the contract must have a minimum of ten years of experience as an actuary providing pension and consulting services, experience analysis, and actuarial valuation assignments for multi-employer retirement plans with defined pension plans.
4. All actuaries performing the work must meet the professional qualification standards of the American Academy of Actuaries.
5. The Proposer must have all necessary permits and licenses. Liability as well as errors and omissions insurance must be in full force at the time the proposal is submitted and must be maintained throughout the term of the contract.
6. The Proposer must provide its own work facilities, equipment, supplies and support staff to perform the required services.

V. PROPOSAL REQUIREMENTS

A. Proposal Requirement

Proposers must electronically submit their proposal **no later than 4 p.m. PDT on Friday, June 27, 2025**. Proposals should be sent to:

Greg Frank
RFP Coordinator
RFPs@sjcera.org

B. Proposal Form

Proposals shall be bookmarked, the Table of Contents hyperlinked to match the sections and requirements of the RFP, and all pages numbered. The proposal shall be prepared succinctly, providing a straight-forward, concise description of the Proposer's ability to meet the requirements of the RFP.

Proposals and cost schedule shall be valid and binding for 180 days following the proposal due date and will become part of the contract that is negotiated with SJCERA.

Failure to complete any question or request for information, in whole or in part, or any deliberate attempt by the Proposer to mislead SJCERA, may disqualify the Proposer. Each Proposer shall provide the following in addition to describing their qualifications and commitment to providing the required scope of services.

C. Proposal Content

A complete Proposal shall include the following elements:

Section 1: Introduction and statement of understanding: an overall introduction to the proposal response including a statement of the Proposers understanding of the project.

Section 2: General Qualifications:

- i. Organizational structure of the Proposer including organizational charts.
- ii. Any material changes to the organizational structure that has occurred in the last five (5) years.
- iii. Length of time the Proposer has been performing actuarial consulting.
- iv. Length of time the Proposer has been performing actuarial consulting services specifically for defined benefit pension plans.
- v. Percentage of revenue derived from actuarial consulting services.
- vi. Number of full time professional actuarial consultants employed by the Proposer.
- vii. Describe the Proposer's compensation and incentive program for actuarial consultants. Explain how the actuarial consultants are evaluated and rewarded. Include a description of the compensation structure including incentives, bonuses, performance, ownership, and eligibility. Include any other information deemed relevant.
- viii. Discuss the Proposer's competitive advantage over other firms in providing actuarial consulting services.
- ix. For the Proposer's office that will be assigned to SJCERA, complete Exhibit B, listing actuarial projects for large employee benefit plans, large government units and other actuarial services the Proposer deems similar to the projects described in this RFP.
- x. Describe the Proposer's systems controls, security, and resources utilized to ensure the confidentiality and integrity of client data and information.

- xi. Describe how the Proposer evaluates their clients' satisfaction.

Section 3: Professional Staff Qualifications and Experience:

- i. List the name, title, and office location of the primary individual(s) who would be responsible for the SJCERA account.
- ii. Provide biography/profile/resume for each person identified above.
- iii. Describe what role the Primary Actuary will play in providing the required SJCERA services.
- iv. For the Primary Actuary list their actuarial valuation assignments for the past five (5) years. Include for each assignment the date of final report, whether the Actuary served as the primary or secondary Actuary, and the client's name.
- v. For the Primary Actuary and all Secondary Actuaries, state the length of time these individuals have worked together as a team. Also indicate the number of client relationships each is currently involved managing.

Section 4: Conflicts

- i. Provide details of any potential or actual conflicts of interest related to any other client relationships, SJCERA affiliates, SJCERA trustees or staff if awarded the engagement.

Section 5: Legal Situations

- i. Has any officer or principal or your organization been involved in litigation or legal proceedings related to any actuarial or other consulting activities? If so, provide a brief explanation and indicate the current status of proceedings.
- ii. Has your firm, within the last ten (10) years been censured or fined by any regulatory body? If so, please indicate the dates and describe the situation.

Section 6: Additional Information

- i. Indicate whether or not subcontractors will be used in providing the required actuarial services to SJCERA. If so, describe the specific services that would be subcontracted, the name of the

subcontractor, the cost to the Proposer for these services, and how the Proposer will control the quality of services provided to SJCERA.

- ii. SJCERA is interested in publishing a ACFR that contains financial and actuarial information based on the same one-year period. ACFRs are due June 30 following the calendar year end. SJCERA's valuations are also based on a calendar year. Please provide a timeline, including both SJCERA and Actuary deadlines, that would allow the production of the actuarial valuation and related ACFR schedules in time for the June 30 publication of the ACFR.
- iii. Describe the Proposer's experience working with investment consulting firms performing Asset/Liability studies.

Section 7: Fee Schedule

- i. SJCERA anticipates awarding an agreement to perform actuarial consulting services on a retainer basis paid in quarterly amounts. Please propose your retainer fee per Exhibit A and include as an attachment (per Section 10).
- ii. The fee must be all-inclusive, as no additional charges will be allowed. There will be no additional reimbursement for travel time or expenses, telephone costs, copying costs, etc.
- iii. For additional services requested by SJCERA that are not included within the scope of work outlined in this RFP, please indicate your hourly time charges for the duration of the contract.

Section 8: References

- i. The Proposer shall provide at least one former client reference for which the Proposer performed actuarial consulting services, similar to those described in this RFP, within the last three (3) years.
- ii. The Proposer shall provide at least three (3) current client references for which the Proposer performs actuarial consulting services, similar to those described in this RFP, within the last three (3) years.

- iii. The Proposer shall provide the following information for the references named in i and ii above:

Entity Name	
Entity Address	
Website	
Nature of Business	
Assets Under Management	
Total Plan Members	
Primary Contact Name, Title, Telephone Number, and Email	
Nature and Length of Relationship	
Description of Services Provided	

SJCERA reserves the right to contact any of the individuals/agencies provided above.

Section 9: Attachments to Proposal

The following is a list of required Attachments to the proposal:

- Proposer's Financial Information or Audited Financial Statements
- Quality Control Review or Peer Review Report
- Example – Actuarial Valuation Report
- Example – Experience and Assumptions Study Report
- Example – GASB 67/68 Report
- Fixed Fee Schedule - Exhibit A
- Listing of Actuarial Projects – Exhibit B
- Listing describing any issues or concerns of SJCERA's Sample Contract – Exhibit C
- Additional Materials – materials and information not specifically requested for evaluation, but which the Proposer wishes to submit with the proposal.

VI. PROPOSAL SELECTION AND EVALUATION

A. General Information

Each proposal will be judged on its completeness and quality of its content. SJCERA reserves the right to reject any or all proposals and is not liable for any costs the Proposer incurs while preparing the proposal. All proposals will become part of the public file, without obligation to

SJCERA. Upon the completion of the evaluations, SJCERA intends to negotiate a contract with the Proposer whose proposal is deemed to be most advantageous to SJCERA.

B. Interview and Presentations

Proposers may be selected to give an oral presentation to SJCERA's Board of Retirement. Such presentation shall provide an opportunity for Proposers to clarify their proposal to ensure there is a mutual thorough understanding. SJCERA staff may interview selected Proposers and ask additional questions related to the proposal and the scope of work prior to an oral presentation to the Board of Retirement. Interviews and oral presentations are conducted at SJCERA's discretion. Proposers selected for an interview or oral presentation will be notified of the date at least one week in advance. Proposers invited to an interview or oral presentation will be responsible for making and paying for their own travel arrangements.

C. Scoring and Evaluation Criteria

Proposals will be judged on completeness and quality of content. SJCERA is seeking to contract with a Proposer that has the appropriate qualifications using appropriate methodology to ensure delivery of a quality product, and that has extensive demonstration experience with, and an understanding of, similar projects.

SJCERA reserves the right to determine the best qualified Proposer and negotiate a final scope of service and cost, negotiate a contract with another Proposer if an agreement cannot be reached with the selected Proposer, or reject all proposals. The selected Proposer will be required to enter into a professional services contract with SJCERA, which will incorporate the scope of service as part of the agreement.

It is the intention of SJCERA to enter into a long-term relationship with the selected Proposer. Therefore, multiple factors will be weighed to determine the awarded Proposer; price is not the sole criteria in determining the best solution for SJCERA.

VII. CONTRACT REQUIREMENTS

A. Contract Award

The award of a contract is accomplished by executing a contract with a written agreement that incorporates the entire RFP. Successful Proposers must agree to provide SJCERA with audit access on request during the term of the contract and for seven (7) years thereafter.

SJCERA shall have the right, in the first 12 months, to terminate this agreement upon 30 days written notice to the Proposer. Thereafter, either party shall have the right to terminate the relationship with or without cause upon 30 days written notice to the other party.

B. Contract Requirements

The Proposer must be covered by Workers' Compensation Insurance, which will extend to and include work in California. In addition, the Proposer must also submit documents addressing general liability insurance, errors and omissions, fiduciary liability, cyber liability, automobile liability, and an indication that there is no conflict of interest on the part of the Proposer's submission of a proposal for the services being solicited under this RFP. The Proposer shall demonstrate willingness and ability to provide Certificates of Insurance within ten (10) days of the Notice of Contract Award.

C. Contract Approval

SJCERA's selection of a successful Proposer shall not be binding until it has been approved by SJCERA.

D. Reservations

This RFP does not commit SJCERA to award a contract. SJCERA reserves the right, in its sole discretion to negotiate with any or all firms considered or to cancel the RFP in whole or in part.

Exhibit A

SAN JOAQUIN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

REQUEST FOR PROPOSAL No. 2025-01

FOR

ACTUARIAL CONSULTING SERVICES

SAMPLE FIXED FEE PROPOSAL

NAME OF PROPOSER

Fees must be submitted in U.S. dollars in the format prescribed below. The proposed fixed fee must include all costs and expenses related to providing full-service actuarial consulting services as described in this RFP to SJCERA, including travel. Other unusual or extraordinary expenses may be allowed, but only if requested by the Proposer and authorized by SJCERA in advance. The proposed fixed fee must be guaranteed for the initial five-year term of the contract.

Annual Contract Term	Proposed Fixed Fee
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
TOTAL	\$ _____

Hourly fee for services outside the scope of this RFP
including annual COLA increase:

\$ _____

Proposer warrants that the proposed fee does not exceed those charged any other client for the same services.

Signature

Date

Printed Name

Title

Exhibit B

SAN JOAQUIN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

REQUEST FOR PROPOSAL No. 2025-01

FOR

ACTUARIAL CONSULTING SERVICES

LISTING OF ACTUARIAL PROJECTS

NAME OF PROPOSER

For the Proposer's office that will be assigned to SJCERA, list actuarial projects for large employee benefit plans, large government units and other actuarial services the Proposer deems similar to the projects described in this RFP.

Name of Entity	Assets Under Management	Total Plan Members	Years of Engagement	Scope of Work	Date(s) Completed

Exhibit C

SAN JOAQUIN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

REQUEST FOR PROPOSAL No. 2025-01

FOR

ACTUARIAL CONSULTING SERVICES

SAMPLE CONTRACT

**SAN JOAQUIN COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
AGREEMENT WITH _____ FOR ACTUARIAL CONSULTING SERVICES**

This Agreement is made and entered into by and between the San Joaquin County Employees' Retirement Association ("SJCERA"), a public retirement system created under the County Employees Retirement Law of 1937, with offices located at 220 E. Channel Street, Stockton, California 95202, and _____ ("Consultant"). The parties to this Agreement may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, following issuance of a request for proposals for auditing services and consideration of the responses received, SJCERA desires to enter into an agreement with Consultant; and

WHEREAS, the Agreement shall consist of this document, Attachment A – Scope of Work/Fees, Attachment B – SJCERA Request for Proposal No. 2025-01, and Attachment C – Consultant's Response to SJCERA Request for Proposal No. 2025-01, all of which are attached hereto and incorporated by reference herein. Any conflict in the definition or interpretation of any work, responsibility, services, schedule or contents of a deliverable product between the body of this Agreement and the Attachments shall be resolved by giving precedence first to the body of this Agreement, then to Attachment B, then to Attachment A, then to Attachment C.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and intending to be legally bound, the Parties agree as follows:

1. Term

This Agreement shall be effective as of _____ ("Effective Date"), and shall continue in force until _____ ("Expiration Date"), unless otherwise terminated in accordance with Section 6 of this Agreement. The term of this Agreement may be extended beyond the Expiration Date by an amendment in writing executed by both Parties that shall, at a minimum, set the fee schedule for the period of the extension.

2. Consultant Responsibilities

2.1 Work to be Performed. Consultant agrees to perform and deliver professional services in the manner and form as described in the body of this Agreement and in the Attachments.

2.2 Quality of Services. Consultant agrees to discharge its duties under this Agreement and its Attachments with the same standard of care, skill, prudence, and diligence that applies to other professionals practicing in a like enterprise.

2.2.1 Consultant shall use reasonable efforts to correct any errors or omissions in the performance or delivery of its services, at no additional cost or expense to SJCERA, within ten (10) business days after receipt of a written request by SJCERA.

2.2.2 Such opportunity to correct errors or omissions will not affect SJCERA's right to terminate this Agreement in accordance with the terms set forth in Section 6.

3. Contract Administration

- 3.1 The Parties have identified the following individuals to serve as Primary Consultant, Back-Up Consultant, and Contract Manager:

Consultant Primary Consultant Back-Up Consultant	SJCERA Contract Manager Greg Frank Management Analyst III gregf@sjcera.org
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- 3.1.1 The Primary Consultant shall have full authority to act on behalf of Consultant and will act as liaison to SJCERA on all matters related to this Agreement.
- 3.1.2 The Contract Manager shall provide management and coordination of this Agreement and will act as liaison for SJCERA on all matters related to this Agreement, including receipt and delivery of notices.
- 3.2 Consultant shall not remove or replace Primary Consultant or Back-Up Consultant without the prior written consent of SJCERA, and any replacement shall be a full-time partner or employee of Consultant.
- 3.3 Any notice required or permitted by the terms of this Agreement shall be given in writing by first class mail and e-mail and properly addressed as follows:

To SJCERA:
Greg Frank
Management Analyst III
San Joaquin County Employees' Retirement Association
220 E. Channel Street
Stockton, California 95202
gregf@sjcera.org

To Consultant:

4. Compensation

- 4.1 Consultant shall be compensated for services in accordance with the fees identified in Attachment A.
- 4.2 Consultant shall submit invoices in arrears to SJCERA no more frequently than monthly. Payment is due within forty-five (45) days of receipt and approval by SJCERA of an accurate, complete invoice and satisfactory receipt of deliverables.
- 4.3 Payments provided for in this Section constitute the entire compensation to which Consultant is entitled for performing the services described in the Attachments, and Consultant shall not be entitled to additional compensation in the event that the cost to Consultant of providing such services exceeds the compensation payable under this Section.
- 4.4 With respect to any special or additional consulting projects or services identified in Attachment A, Consultant will bill such requests either on a fixed-fee basis negotiated in advance or based on Consultant's then-current hourly billing rates, as agreed upon by the Parties.

5. Amendments

This Agreement and its Attachments may be amended only by written amendment executed by both Parties.

6. Termination

- 6.1 Termination for Default. In the event that Consultant, in the judgment of SJCERA, fails to perform in a timely and proper manner any of the services specified in this Agreement, SJCERA may terminate this Agreement by giving Consultant notice in writing of that fact, the reason therefore, and the date of such termination. If the Agreement is so terminated, Consultant shall receive equitable compensation for such services as have been satisfactorily performed up to the date of termination. In the event of termination under this Section, all finished or unfinished documents and other materials prepared by Consultant under this Agreement shall become the sole and exclusive property of SJCERA.
- 6.2 Termination for Convenience. SJCERA may terminate this Agreement for any reason by providing thirty (30) days advance written notice to Consultant. If the Agreement is so terminated, Consultant shall receive equitable compensation for such services as have been satisfactorily performed up to the date of termination.
- 6.3 Return of Information. Upon termination, Consultant shall transfer all requested information related to SJCERA to such persons or organizations as SJCERA designates in writing.

7. Indemnification

- 7.1 Consultant shall indemnify, defend, and hold harmless SJCERA, its Board, officers, agents, and employees from and against any and all third party claims, liabilities, losses, injuries, suits, costs, charges, judgments, fines, penalties, liens, expenses (including defense costs and reasonable attorneys' fees as awarded by the San Joaquin Superior Court) and claims for damages, for bodily injury, death, personal injury, or tangible property damage (including any workers' compensation suits, liability, or expense or any damage to Consultant's property) to the extent resulting from Consultant's negligence or intentional misconduct under this Agreement.
- 7.2 SJCERA shall give Consultant prompt notice of any claim for which SJCERA is entitled to indemnification.
- 7.3 The terms of this section shall survive the termination of this Agreement.

8. Insurance

Prior to execution of the Agreement, Consultant shall obtain at its own cost and expense, and maintain in force and effect during the term of this Agreement, including all extensions, professional liability insurance in an aggregate amount of \$5 million, general liability insurance (including bodily injury, property damage and automobile liability) in an aggregate amount of \$2 million, cyber liability in an aggregate amount of \$2 million, and Workers' Compensation/Employer's Liability insurance according to California law.

9. Confidentiality and Proprietary Rights

- 9.1 SJCERA's Confidential Information. For purposes of this Agreement, SJCERA's confidential information includes member records and member lists, both of which are protected from public disclosure by law, as well as unpublished business plans and strategies, processes, proposals, knowledge of selection of a Consultant in advance of official announcement, personnel, employee and employment records, financial information, proprietary computer programs including source code and object code, technical or other proprietary manuals, and all other forms of intellectual property, but does not include information that: (i) at the time of the disclosure is, or thereafter becomes, through no fault of Consultant, part of public domain; or (ii) is required to be disclosed by applicable law or regulation, including the California Public Records Act, subpoenas, court orders, and investigations by a governmental authority.
- 9.2 Consultant's Confidential Information. For purposes of this Agreement, Consultant's confidential information includes Consultant's research, know-how, development, software, trade secrets, and business affairs, but does not include information that: (i) can be shown by documentation to have been in SJCERA's possession prior to its disclosure by Consultant; (ii) at the time of the disclosure is, or thereafter becomes, through no fault of SJCERA, part of public domain; (iii) is furnished to SJCERA by a third party without the breach of any duty to Consultant; or (iv) is required to be disclosed by applicable law or regulation, including subpoenas, court orders, and investigations by a governmental authority.

- 9.3 SJCERA's Proprietary Rights. All completed deliverables, which may include materials, documents, data, reports, and other information developed under this Agreement specifically and exclusively for SJCERA, delivered to SJCERA, excluding items described in Section 9.4 or embodied therein, become the sole property of SJCERA upon payment therefor.
- 9.3.1 Upon the expiration or earlier termination of this Agreement, Consultant shall promptly deliver to SJCERA all deliverables prepared by Consultant under this Agreement; however, Consultant may retain possession of working papers prepared by Consultant only to the extent such working papers contain confidential information or proprietary rights of Consultant. SJCERA shall have the right during and subsequent to the term of this Agreement to inspect any and all such working papers upon reasonable prior notice and during normal business hours.
- 9.4 Consultant's Proprietary Rights. Consultant shall retain the exclusive rights to its working papers and the intellectual capital (including, without limitation, methodologies, know-how, models, general skills, expertise, ideas, trade secrets, concepts, techniques, processes, software, materials, tools, other intellectual property or information and any graphic or digitized representation of any of these) developed or possessed by Consultant prior to, or acquired during, the performance of this Agreement and the foregoing shall not be deemed deliverables and Consultant shall not be restricted in any way with respect thereto.
- 9.5 Protection of Confidential Information and Proprietary Rights.
- 9.5.1 Both Parties shall maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential.
- 9.5.2 Both Parties shall use reasonable security measures to protect all material, data, and information received or produced under this Agreement from loss or damage by any cause, including, but not limited to, fire and theft.
- 9.5.3 Both Parties shall not use or disclose Confidential Information beyond the uses specified in this Agreement and its Attachments.
- 9.5.4 Consultant shall report to SJCERA any unauthorized access to member lists or member data immediately upon discovery of such access.
- 9.6 Consultant acknowledges that SJCERA is required to disclose certain records pursuant to the California Public Records Act.
- 9.7 All Deliverables, including documentation of client decisions, shall be the sole and exclusive property of SJCERA. Consultant hereby assigns all right, title, and interest in and to such Deliverables, including any copyright therein.

10. Record Retention

- 10.1 Notwithstanding any other provision of this Agreement, Consultant may retain the data, documentation, and instructions created or received in relation to the services provided in this Agreement ("Data") in electronic format.
- 10.2 Consultant may store Data received in written form (including but not limited to forms, letters, legal documents and other written correspondence) from SJCERA, members, or other third parties, through a process of electronic imaging without retaining the original paper copy of such documents.
- 10.3 Subject to Consultant's right to retain copies of records and data pursuant to the Agreement, Consultant shall provide to SJCERA or its designee a copy of any and all Data provided by SJCERA and retained by Consultant as of the termination or expiration of this Agreement in Consultant's then standard format, and thereafter will have no obligation to maintain such Data.
- 10.4 Consultant may retain SJCERA's information in paper or imaged format and may destroy paper copies if Consultant retains digital images thereof. Notwithstanding the foregoing, or anything to the contrary in this Agreement, Consultant shall be permitted to retain Data to the extent incorporated into Consultant's working papers.

11. Records and Audits

- 11.1 Consultant shall maintain accurate and complete books, records, documents, and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by Consultant to SJCERA, including but not limited to any pertinent transaction, activity, dates, and time spent providing services under this Agreement, invoices billed to SJCERA, and any other records related thereto and created by Consultant in connection with this Agreement. In performing this Agreement, Consultant shall document all work efforts related to the development of any materials prepared specifically and exclusively for SJCERA hereunder.
- 11.2 All such material described in 11.1 above, including, but not limited to, all financial records, work documents, and information in whatever format, electronic or otherwise directly related to this Agreement (collectively, the "Work Records"), shall be kept and maintained by Consultant and information regarding the fees and expenses charged to SJCERA shall be made available to SJCERA during the term of this Agreement and any extension thereof and for a period of seven (7) fiscal years thereafter. Consultant shall work with SJCERA to address any request to extend the retention period. All such material shall be maintained by Consultant at Consultant's expense.
- 11.3 Record Review. Consultant agrees that SJCERA, or any duly authorized representative of SJCERA, including any successor consultant designated by SJCERA, will have the right to request information regarding any Work Records at any time during the term of this Agreement, or at any time for up to seven (7) years after the termination of this Agreement. Any such third party representative or successor shall be subject to reasonable confidentiality restrictions requested by Consultant.

11.3.1 SJCERA agrees that any such information request will be conducted in a manner to minimize interference with Consultant's normal business activities and shall be conducted no more than one (1) time during any twelve (12) month period.

11.3.2 Upon reasonable advance notice to Consultant (which in no event be less than ten business days), Consultant shall make information regarding Work Records available for review during normal business hours. Consultant shall make the persons responsible for creating and maintaining the Work Records available to SJCERA during such review for the purpose of responding to SJCERA's reasonable inquiries. SJCERA shall pay all costs associated with such review, other than any costs incurred by Consultant to make personnel available as required by the preceding sentence.

11.4 Audit Settlement. If representatives of SJCERA conduct a review of Consultant regarding the work performed under this Agreement, and if such review finds that SJCERA's dollar liability for such work is less than the payment made by SJCERA, then the difference will be either repaid by Consultant to SJCERA by cash payment upon demand or, at the option of SJCERA, deducted from any amounts otherwise due to Consultant from SJCERA. If such review finds that SJCERA's dollar liability for such work is more than the payments made by SJCERA, then the difference will be paid to Consultant by SJCERA; however, the total payments shall not exceed the maximum amount payable by SJCERA for work performed through the period covered by the audit.

12. Compliance with Laws and Regulations

12.1 In performing under this Agreement, Consultant shall comply with all applicable legal requirements, including all federal, State, and local laws, statutes, ordinances, and regulations applicable to civil rights, non-discrimination in employment, wages, hours of employment, occupational safety, professional licensing and/or certifications, facility management, fire safety, health, sanitation, conflict of interest, and privacy.

12.2 At its own expense, Consultant shall acquire and maintain in force for the duration of this Agreement any and all permits, licenses, certifications and other documentation required for it and its employees to comply with any and all legal requirements applicable to its performance under this Agreement.

13. General Provisions

13.1 Independent Contractor. Consultant's status under this Agreement is that of an independent contractor. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of the Consultant. In providing such services, neither Consultant nor Consultant's employees or agents shall act as officers, employees, or agents of SJCERA. No partnership, joint venture, or other joint relationship is created hereby.

13.2 Governing Law, Venue. This Agreement shall be governed by the laws of the State of California, and any action brought to enforce the terms of this Agreement shall be filed in San Joaquin County Superior Court.

- 13.3 Uncontrollable Circumstances ("Force Majeure"). Consultant and SJCERA will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance (collectively, "Force Majeure"), provided that (i) the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure, and (ii) the non-performing Party uses its best efforts to remedy its inability to perform.
- 13.4 Waiver. The failure of SJCERA or Consultant to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant, or condition.
- 13.5 Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.
- 13.6 Entire Agreement. This Agreement is the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings, and agreements of the Parties relating to the subject matter hereof.
- 13.7 Assignment. This Agreement may not be assigned without the prior written consent of the other Party, and it shall terminate automatically on the occurrence of such assignment without consent. If the Agreement is so terminated, Consultant shall receive equitable compensation for such services as have been satisfactorily performed up to the date of termination.
- 13.8 Survival. The rights, effects, and obligations under Sections 6.3, 7, 9, 11, and 13 shall survive the termination of this Agreement.
- 13.9 Third Parties. This Agreement is not intended to benefit any third party and does not confer any rights on any entity or person not a Party hereto.
- 13.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereby agree to all of the above terms and have executed this Agreement as of the Effective Date.

Consultant Name

Dated: _____

By: _____
Name
Title

San Joaquin County Employees' Retirement Association

Dated: _____

By: _____
Name
Title