

**City of Valdez
Agreement for Professional Services**

THIS AGREEMENT (“Agreement”) between the CITY OF VALDEZ, ALASKA, (“City”) and Callan, LLC (“Consultant” or “Callan”) is effective on the 1st day of January, 2024.

All work under this agreement shall be referred to by the following:

Project:	Valdez Permanent Fund Investment Consultant
Project No:	n/a
Contract No.:	TBD
Cost Code:	607-1050-43200

Consultant’s project manager under this agreement is Alex Browning.

Consultant’s project manager may not be changed without the written consent of the City.

City’s project manager is Jordan Nelson.

ARTICLE 1. Scope of Work

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference. During the performance of the services by the Consultant under this Agreement, the City will retain and exercise all decision-making authority with respect to the management and administration of the Fund and investments relating thereto.

ARTICLE 2. Compensation

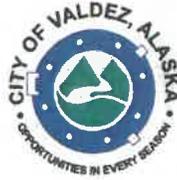
2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

ARTICLE 3. Period of Performance

3.1 The Consultant agrees to commence work under this agreement only as authorized by and in accordance with written notice to proceed and to complete the work in accordance with the Scope of Work (Appendix A).

3.2 The period of performance under this agreement shall end and Consultant shall have completed all work under this agreement within 360 days of the written Notice to Proceed. Work shall proceed in accordance with the schedule set forth in Appendix A.

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ARTICLE 4. Subconsultants

4.1 The Consultant shall be responsible for the performance of all services required under this agreement.

ARTICLE 5. Insurance

5.1 In accordance with the provision contained in the General Conditions (Appendix C), the following minimum limits of insurance coverage are required:

<u>Type of Insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workers' Compensation	Statutory	Statutory
Employers' General	\$ 100,000	\$ 300,000
Commercial General Liability*	\$1,000,000	\$2,000,000
Comprehensive Automobile Liability	\$ 100,000	\$ 300,000
Professional Liability*	\$1,000,000	\$2,000,000

*(including Broad Form Property Damage Coverage and Completed Operations Coverage)

ARTICLE 6. Appendices

6.1 The following appendices are attached to this agreement and incorporated herein:

<u>Appendix</u>	<u>Title</u>
A	Scope of Work
B	Basis of Compensation
C	General Conditions

ARTICLE 7. Liability and Indemnification

7.1 Notwithstanding anything contained herein to the contrary, the Consultant shall discharge its duties as a consultant in accordance with the terms of this Agreement and applicable law. The City acknowledges and agrees (i) that the Consultant has no authority or responsibility to manage or in any way direct the investment of any assets that are the subject of the Consultant's consulting services provided under the terms of this Agreement, (ii) that the Consultant has not and cannot make any promise, guarantee or other statement or representation regarding the future investment performance of such assets, and (iii) that the Consultant will not

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be liable for any losses or expenses incurred as a result of any action or omission by an investment manager, custodian or unrelated third party.

ARTICLE 8. Acknowledgments

8.1 The City acknowledges receipt of the Consultant's disclosure statement, Form ADV, Part II, more than 48 hours prior to the date of execution of this Agreement.

8.2 The City acknowledges receipt of the Consultant's disclosure list of investment manager clients no later than the date of execution of this agreement.

8.3 The City acknowledges that the Consultant shall not be responsible for reviewing or advising on the merits or risks of individual securities or derivatives holdings or purchase, sale or hedging strategies, the propriety of an individual security or derivative within a manager's asset allocation mandate, or on the conformity of individual securities holdings with the City investment policy and guidelines. The Consultant shall not be responsible for providing advice to plan participants or beneficiaries.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties to this presence have executed this AGREEMENT in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

CALLAN LLC

DocuSigned by:
Alex Browning
Authorized Signature

Alex Browning

Printed name

Date: 1/25/2024 | 6:30 AM AKST

Title: Senior Vice President

FEDERAL ID #: 94-2192581

1900 16th Street, suite 1175
Mailing Address

denver, CO. 80202

City, State, Zip Code

DocuSigned by:
Alex Ford
Signature of Company Secretary or Attest

Date: 1/25/2024 | 8:22 AM PST

CITY OF VALDEZ, ALASKA

APPROVED:

DocuSigned by:
John Douglas

John Douglas, City Manager

City Manager

Date: 1/26/2024 | 9:49 AM AKST

ATTEST:

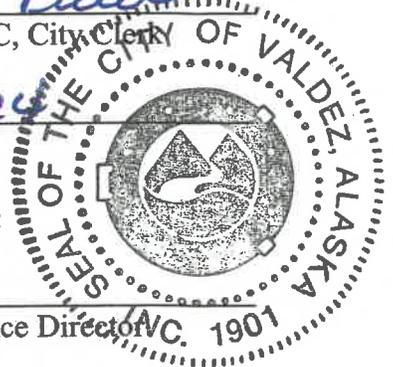
Sheri L. Pierce
Sheri L. Pierce, MMC, City Clerk

Date: 1/26/24

RECOMMENDED:

DocuSigned by:
Jordan Nelson
Jordan Nelson, Finance Director

Date: 1/26/2024 | 9:55 AM AKST



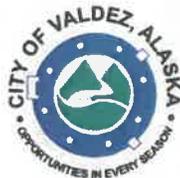
APPROVED AS TO FORM:

Brena, Bell & Walker, P.C.

Jake W. Staser
Jake W. Staser

Date: 8/8/23

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Appendix A Scope of Work

1. INVESTMENT MEASUREMENT SERVICES REPORTS

Callan shall review and evaluate the performance of the total fund, asset classes, and investment managers for the Fund and shall provide written quarterly reports to the City. Callan will calculate the performance of each of the managers/funds, using data provided by Principal, the custodian of the Fund. Callan will also provide analytics on each of these managers.

Callan shall attend an annual meeting in Valdez, in the absence of significant extenuating circumstances, and quarterly meetings via conference call. At the annual meeting and quarterly meetings, Callan shall make oral presentations regarding the investment managers' performance.

2. INVESTMENT MANAGER MONITORING

Callan shall provide on-going monitoring and evaluation of investment managers for the Fund.

3. INVESTMENT POLICY STATEMENT

Callan shall prepare statement of policy, guidelines and objectives for the Fund. This document shall detail priorities, investment alternatives and acceptable asset classes while providing specifications for investment quality, liquidity and risk, along with time horizons and minimum performance objectives. In addition, Callan shall conduct an annual review of this document and recommend appropriate changes.

4. ASSET ALLOCATION UPDATES

Based upon agreed objectives and investment policy statement, Callan shall annually review the asset mix for the Fund and make recommendations on an appropriate range of asset mixes for the Fund. Factors that shall be considered are cash flow forecasts, estimates of asset class investment returns and inflation.

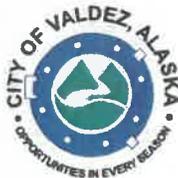
5. INVESTMENT MANAGER SEARCH

Upon expression by the City of the desire to initiate a search and selection process for an investment manager, Callan shall develop and recommend suitable criteria to be used in selection of an investment manager. Callan shall conduct the search and present at least two (2) finalists to the City. The City shall make the final manager selection decision.

6. CALLAN INSTITUTE

During the term of this Agreement, the City will be a member of the Callan Institute ("CI" or "Institute"). CI is a continuing education and research facility in the pensions and investments industry. A division of Callan, the Institute was established in 1980 and

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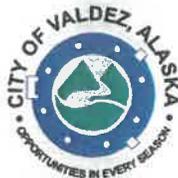


its membership has steadily grown to over 400 leading corporate, public, endowment/foundation and multi-employer fund clients and investment management organizations. The Institute provides research and educational assistance through periodic surveys, monthly and quarterly market index summaries, and research papers. In addition, trustees and staff designated by trustees may attend regional and national Institute conferences without payment of a registration fee.

7. ADDITIONAL CONSULTING SERVICES

Additional consulting services not outlined in this Scope of Work are available to the City from Callan. Such services are not included in the base fee described in Appendix B. The scope and fee for additional consulting services shall be made in writing in the form of an amendment mutually agreed upon and duly executed by both the City and Consultant. The Consultant's Project Manager shall be the point of contact with regard to any contractual matters.

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Appendix B
Basis of
Compensation

Callan's fee for performance of the work referenced in "Scope of Work" in Appendix A shall be \$99,500. All fees are quoted on a cash basis. The City will be invoiced at the end of each calendar quarter, beginning with the end of the first quarter of the effective date of this Agreement. The City shall make cash payments within thirty (30) days following receipt of billing from Callan. Interest of 1 % per month will be charged on all overdue balances.

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Appendix C

General Conditions

I. Definitions:

Basic Services: The identified work elements set forth in this Agreement for which the Consultant will receive prime compensation.

Change: An addition to, or reduction of, or other revision in the scope, complexity, character, or duration of the services or other provisions of this Agreement.

City's Project Manager: City's representative in charge of the project(s) and the consultant's primary point of contact for notice(s) to proceed, invoices, correspondence and interface with the City.

Consultant's Project Manager: The Consultant's representative in charge of the project(s) who is directly responsible and engaged in performing the required services.

Extra Services: Any services or actions required of the Consultant above and beyond provisions of this Agreement.

Funding Agency(s): The agency(s) of the federal, state or municipal government which furnishes funds for the Consultant's compensation under this Agreement.

Optional Services: Identifiable and/or indeterminate work elements set forth in this Agreement, which are separate and distinct from those covered by the prime compensation, which the City has the option to authorize.

Prime Compensation: The dollar amount paid to the Consultant for basic services set forth in this Agreement. Prime compensation does not include payment for any optional or extra services.

Scope of Work: Basic and optional services required of the Consultant by provisions of this Agreement.

Subconsultant: Any person, firm, corporation, joint venture, partnership or other entity engaged through or by Consultant.

II. Information and Services from Others:

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Provisions of information, data, budget, standards, and other materials by the City does not warrant their accuracy or quality nor provide approval of omissions or oversights or of any non-compliance with applicable regulation.

The City may, at its election, or in response to a request from the Consultant, furnish information or services from other consultants. If, in the Consultant's opinion, such information or services are inadequate, the Consultant must notify the City of the specific service or material deemed inadequate and the extent of the inadequacy prior to use in the performance of this Agreement. Unless so notified by the Consultant, the City may assume the information or services provided are adequate.

III. Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless the City from and against any claim of, or damages, losses, expenses and liability (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, and court, mediation and/or arbitration costs) for negligent acts, errors, and omissions of the Consultant, Subconsultant, persons or organizations directly or indirectly employed or engaged by Consultant or Subconsultant under this Agreement. The Consultant is not required to indemnify, defend, or hold harmless the City for a claim of, or liability for the independent negligent acts, errors, and omissions of the City. If there is a claim of, or liability for a joint negligent act, error, or omission of the Consultant and the City, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Consultant" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant, or in approving or accepting the Consultant's work.

IV. Insurance:

All of the insurance coverages listed in Article 5 shall be purchased by the Consultant. The City shall be made an additional insured on the Consultants Commercial General Liability policy in connection with the activities related to this contract. The Consultant shall purchase and maintain the Article 5 insurance coverages with limits not less than those specified for the duration of the Agreement. The professional liability insurance shall be maintained in force for one year following the date of final payment for the work performed herein. The amount of the contract may be renegotiated if the insurance premiums for the following year are raised over those in force when the contract was let. Should the professional liability insurance become unavailable during the one year period following the date of final payment, the insurance coverage may be renegotiated between the City and the Consultant. Insurance coverage shall provide for negligent acts, errors or omissions which the Consultant, employees of the Consultant or Subconsultant may make which produce loss or liability to the

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City and for the protection against loss which results from reliance on the Consultant's products, reports or a combination thereof. Failure to comply with the provision for maintaining the insurance in effect for one year following the date of final payment may be cause for the City to refrain from dealing with the Consultant in the future.

V. Payments:

The City shall pay to the Consultant the amount of any changes in the cost of insurance that are attributable to the Scope of Work created by change orders.

Payments shall be made in accordance with Appendix B. Consultant shall submit progress invoices to City in duplicate showing the itemized services performed during the invoice period and the charges therefore.

All progress invoices shall be prepared as a percentage of the work is completed except contracts performed on "time and expenses" basis which invoiced amounts shall not exceed the actual charges to the invoice date.

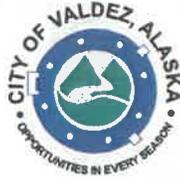
Under no circumstances will City pay for charges in excess of any lump-sum or not-to-exceed contract amount incurred prior to written authorization by City for an increase in the contract amount. Written request for an increase in the contract amount shall be given to City with sufficient notice to allow City to issue formal approval prior to the incurring of excess charges without delay to the work.

On "time and expenses" contract amounts, compensation for work included in the Scope of Work shall be for direct labor costs and the actual cost of reimbursable expenses. Direct labor costs shall be as shown on the current Standard Labor Rates for the Consultant, times a factor of n/a, for services rendered by principals and employees of the firm. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); furnishing and maintaining field office facilities; toll telephone calls and telegrams; reproduction of reports, drawings, specifications, and similar project-related items and, if authorized in advance by City, overtime work requiring higher than regular rates. Reimbursable expenses shall also include the amount billed to Consultant by Subconsultant employed by Consultant for such Subconsultants' services and reimbursable expenses times a factor of 1.05.

The sum of payments shall not exceed the allowable compensation stated in this Agreement. In the event items on an invoice are disputed, payment on those items will be withheld until the dispute is resolved.

The Consultant shall submit a final invoice and required documentation for services authorized by each Notice to Proceed within Ninety (90) days after final acceptance by

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the City. The City will not be held liable for payment of invoices submitted after this time unless prior written approval has been given.

VI. Changes:

Changes in the Scope of Work or of services may only be made by written amendment signed by both City and Consultant.

If at any time the City through its authorized representatives, either orally or in writing, requests or issues instructions for extra services or otherwise directs actions which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the City in writing, and to the extent possible, describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, the City may assume such instructions have not changed any provisions of this Agreement nor require additional compensation. No additional payments shall be made to the Consultant without such notice.

VII. Audits and Records:

The Consultant shall maintain records of all performances, communications, documents, and correspondence pertinent to this Agreement, and the City and its authorized representatives shall have the right to examine such records and accounting procedures and practices.

The materials described in the Article shall be made available at the business office of the Consultant, at all reasonable times, for inspection, audit or reproduction by City or any funding agency, for a minimum of three years from the date (a) of final payment under this Agreement, (b) final payment upon claims or disputes, and (c) for such longer period, if any, as may be required by applicable statute or other provisions of this Agreement.

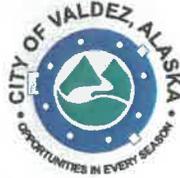
VIII. Inspections:

The City, or any funding agency, has the right to inspect, in the manner and at reasonable times it considers appropriate during the period of this Agreement, all facilities, materials and activities of the Consultant related to the performance of this Agreement.

IX. Termination or Suspension:

This Agreement may be terminated by either party upon ten (10) day's written notice if the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination (default termination). If the City terminates this Agreement, the City will pay the Consultant a sum equal to the percentage of work completed that can be substantiated by the Consultant and the City. If the City becomes aware of any fault

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or defect in the work of the Consultant or nonconformance with this Agreement, the City will give prompt written notice thereof to the Consultant. Should the Consultant's services remain in nonconformance with this Agreement, the percentage of total compensation attributable to the nonconforming work may be withheld.

The City at any time may terminate (convenience termination) or suspend this Agreement for its own needs or convenience. In the event of a convenience termination or suspension for more than three months, the Consultant will be compensated for authorized services and authorized expenditures performed to the date of receipt of written notice of termination plus reasonable termination expenses. NO fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Consultant can establish and which would have been compensated for over the life of this Agreement, but because of the convenience termination would have to be absorbed by the Consultant without further compensation.

If state or federal funds support this Agreement, settlement in the event of default or convenience termination must be approved by the City and any appropriate state or federal agency.

X. Officials Not to Benefit:

No member of or delegate to Congress, United States Commissioner or other officials of federal, state or local government shall be admitted to any share or part of this Agreement or any benefit to arise therefrom. The Consultant warrants that it has not employed or retained any organization or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any consideration contingent upon or resulting from this Agreement.

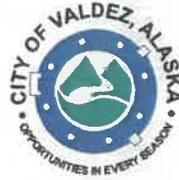
XI. Independent Consultant:

Except in those instances specifically provided for herein, the Consultant and any of its agents and employees shall act in an independent capacity and not as agents of the City in the performance of the Agreement.

XII. Ownership of Work Products:

Work products produced under this Agreement, except items which have preexisting copyrights, are the property of the City. Payments to the Consultant for services hereunder includes full compensation for all work products, field notes, interim work, reports, and other materials produced by the Consultant and its Subconsultants pertaining to this Agreement. Any re-use the City might make of these work products shall be at the City's own risk and the Consultant shall not incur any liability for the City's re-use of the work products on any project for which they were not intended.

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Notwithstanding anything contained herein to the contrary, the City acknowledges that the Consultant shall retain all of its rights in its methodologies, methods of analysis, ideas, concepts, know-how, techniques, skills, knowledge and experience possessed by the Consultant before the commencement of the term of this Agreement or acquired by the Consultant during the provision of the services.

XIII. Subconsultants, Successors and Assigns:

The City must concur in the selection of all Subconsultants for professional services to be engaged in performance of this Agreement.

As soon as practicable after the award of the contract, the Consultant shall furnish to the City in writing the names of the proposed Subconsultants for each of the principal portions of the work. The City shall promptly notify the Consultant if it has reasonable objection to any of the proposed Subconsultants. Failure of the City to give prompt notification shall constitute notice of no reasonable objection. The Consultant shall not contract with any Subconsultant to whom the City has made reasonable objection.

If this Agreement includes named firms or individuals, then such firms or individuals shall be employed for the designated services, unless the Agreement is changed by amendment.

The Consultant shall not assign, sublet or transfer any interest in this Agreement without the prior written consent of the City.

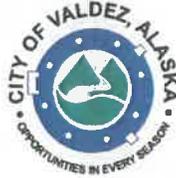
The Consultant binds itself, its partners, its Subconsultants, assigns and legal representatives to this Agreement and to the successors, assigns and legal representatives of the City with respect to all covenants of this Agreement.

The Consultant shall include provisions appropriate to effectuate the purposes of this Appendix C in all subcontracts executed to perform services under this Agreement in which subcontract amount exceeds \$40,000.

XIV. Claims and Disputes:

If the Consultant becomes aware, or reasonably should have become aware of any act or occurrence which may form the basis of a claim under or related to this Agreement, the Consultant shall immediately inform the City's Project Manager. If the matter cannot be resolved within seven (7) days, the Consultant shall within the next fourteen (14) days submit written notice of the facts which may form the basis of the claim.

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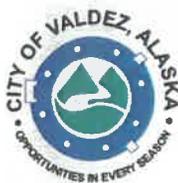


In addition, all claims by the Consultant for additional compensation or an extension of the time for performance, in each case related to any dispute regarding a question of fact or interpretation of this Agreement, shall be presented in writing by the Consultant to the City's Project Manager within the next sixty (60) days unless the Project Manager agrees in writing (such agreement not to be unreasonably withheld) to an extension of time for good cause shown. Good cause shown includes time for the Consultant to prepare the claim, and the City's Project Manager will grant an extension of not more than sixty (60) days for preparation of the claim. The Consultant agrees that unless these written notices are provided, the Consultant shall not be entitled to additional time or compensation for such act, event or condition. The Consultant shall in any case continue diligent performance under this Agreement. The Consultant shall in any case continue to expeditiously accomplish disputed services pending future resolution of the Consultant's claim unless notified by the City to stop work on the disputed matter.

In presenting any claim, the Consultant shall specifically include, to the extent then possible, the following:

- The provisions of this Agreement that apply to the claim and under which it is made.
- The specific relief requested including any additional compensation claimed and the basis upon which it was calculated and/or the additional time requested and the basis upon which it was calculated.
- The claim will be acknowledged in writing by the City's Project Manager. If the claim is not disposed of within sixty (60) days of acknowledgement, provided additional time is not granted in writing by the City's Contract Officer, the claim will be decided by the City's Contract Officer. The Contract Officer reserves the right to make a written request to the Consultant at any time for additional information that the Consultant may possess to support the claims(s). The Consultant agrees to provide the City such additional information within thirty (30) days of receipt for such a request. The City's Contract Officer will allow a reasonable time extension for good cause if presented in writing prior to the expiration of the thirty (30) days. Failure to furnish such additional information constitutes a waiver of claim.
- The Consultant will be furnished a written, signed copy of the Contract Officer's decision within ninety (90) days of receipt of all necessary information from the Contractor upon which to base the decision. The Contract Officer's decision is final and conclusive unless, within thirty (30) days of receipt of the decision, the Consultant delivers a notice of appeal to the City Manager. The notice of appeal shall include specific exceptions to

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the City's decision including specific provision of this Agreement which the Consultant intends to rely upon on appeal. General assertions that the City's decision is contrary to law or to fact are not sufficient.

- The decision of the City Manager will be rendered within 120 days of notice of appeal and the decision constitutes the exhaustion of contractual and administrative remedies.

XV. Extent of Agreement:

This Agreement, including appendices, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

Nothing contained herein may be deemed to create any contractual relationship between the City and any Subconsultants or material suppliers; nor may anything contained herein be deemed to give any third party a claim or right of action against the City or the Consultant that does not otherwise exist without regard to this Agreement.

This Agreement may be changed only by written amendment executed by both the City and the Consultant.

All communications that affect this Agreement must be made or confirmed in writing.

The Consultant receiving final payment will execute a release, if reasonably required, relinquishing in full all claims against the City arising out of or by reason of the services and work products furnished under this Agreement.

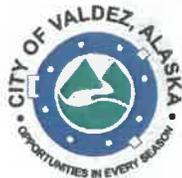
The Consultant shall pay all federal, state and local taxes incurred by the Consultant and shall require payment of such taxes by any Subconsultant or any other persons in the performance of this Agreement.

XVI. Governing Laws:

This Agreement is governed by the laws of the State of Alaska and such federal and local laws and ordinances as are applicable to work performed. Any litigation arising out of the terms of this Agreement shall be brought in the Third Judicial District, Superior or District Court at Valdez.

XVII. Minimum Wages:

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Minimum wages as determined by the Department of Labor shall be paid to all persons performing work on this Contract.