

## ACTUARIAL SERVICES AGREEMENT

**THIS AGREEMENT** is entered into the 1<sup>st</sup> day of October, 2015, between the **TOWN OF MIAMI LAKES** (herein referred to as the "Town") and **FOSTER & FOSTER, INC.** (herein referred to as the "Actuary"), with its principal office located at 13420 Parker Commons Blvd., Suite 104, Fort Meyers, Florida 33912.

### WITNESSETH

**WHEREAS** the Town requires the services of an Actuarial Services firm to perform a triennial actuarial study and report of Other Post Employee benefits (OPEB) hereinafter referred to as "Services"; and

**WHEREAS** the Actuary represents that it is qualified to perform the services and that it possesses current valid state licenses to perform the Services and that its Services will be performed in a manner consistent with that level of care and skill exercised by other qualified actuarial firms under similar circumstances.

**NOW, THEREFORE**, in consideration of the Services to be performed and payments to be made together with mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. The Actuary must, within sixty (60) days of receipt of all required data (i.e. employee/retiree census data, health plan-related information and financial data), complete and return to the Town the following beginning with an October 1, 2014 valuation:
  - A. Performance of triennial actuarial valuation and Report. The Services must be conducted using the Alternative Measurement Method as set forth under Governmental Accounting Standards Board Statement (GASB) No. 45. The assumptions set forth in the valuation will be chosen by the Actuary, unless otherwise denoted in GASB 45, and will be based upon the general experience exhibited by the Actuary's other public sector plans. The Actuary reserves the right to make changes to these assumptions over time. All assumptions should be disclosed to the Town in advance. In addition, the Actuary acknowledges future compliance with GASB No. 75 and agrees to provide necessary disclosure information in accordance with said Statement for applicable fiscal years.
  - B. Preparation of disclosure information for auditors per GASB 43 and 45. In years in which the actuarial valuation is not performed, the Actuary would still provide all necessary disclosure information for GASB 43 and 45 compliance, if the Town qualifies for and requests interim valuations.
  - C. Delivery of three (3) hard-bound copies of the valuation report, as well as one electronic copy provided via e-mail in Adobe .pdf format.
  - D. One teleconference call to discuss results.

The fees associated with the satisfactory performance of the above are \$2,200. These fees are in effect for valuations performed for fiscal year 2015, increasing by 3% for each year thereafter. If the Town qualifies for and requests an interim valuation for the fiscal years ending September 30, 2016 and September 30, 2017, the fees will be \$1,200 each year. These fees will increase by 3% for each year thereafter.

2. During the agreement period, the Actuary shall also perform such additional actuarial services as may be requested by the Town, which will be issued to the Actuary in writing via a Work Order, including, but not limited to:
  - A. Perform special actuarial Studies to determine the costs associated with the implementation of alternative benefits. For example, the costs associated with changing the employer-provided subsidy to something higher or lower could be examined.
  - B. Conduct meetings with the Town or employee groups to explain plan provisions, review valuation results and to answer questions.
  - C. Analyze funding trends to predict future OPEB costs and Net OPEB Obligations.
  - D. Perform other consulting services via telephone, e-mail, or facsimile.

The charges not explicitly stated above for work will be based upon the amount of time required to complete each task. A firm fee quotation prior to commencing any work will always be provided. The hourly charges are as follows:

	Hourly Rate
Senior Actuarial Consultant	\$300
Actuarial Consultant	\$250
Actuarial Analyst	\$200
Administrative/Clerical	\$100

3. This Agreement embodies the entire agreement of the parties hereto and no modification thereof will be made except by written amendment agreed to and executed by both parties.
4. The Town will deliver to the Actuary all employee and financial data and any such further information as the Actuary deems necessary from time to time in order to complete the Services.
5. The term of this Agreement will be for a period of three (3) years, commencing on the effective date of the Agreement. The Town, by action of the Town Manager, has the option to extend the term of the agreement for an additional two (2) years on a year to year basis. The maximum not to exceed value over the term of this Agreement is \$25,000 including all payments and any additional work authorized by the Town.
6. Upon receipt of an invoice for services performed, the Town will pay the determined fee to the Actuary in accordance with the State of Florida Local Government Prompt Payment Act.

7. Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interest herein without the prior express written consent, in advance, of the other party.
8. This Agreement will be interpreted and construed in accordance with the laws of the State of Florida to the extent not pre-empted by federal law and the provisions hereof will be governed by such law. All prior agreements between the parties are hereby terminated and superseded by this Agreement.
9. Any action arising under this Agreement will be brought exclusively in Miami-Dade County.
10. Public Entity Crimes Bill - Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
11. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice to the other party's signatory of this Agreement.
12. All documents, reports, and any other data ("Records") provided or created in connection with this Agreement will remain the property of the Town and the Actuary must provide to the Town Manager or designee all such Records within ten (10) days of termination or completion of this Agreement. The Town may withhold final payment until receipt of the Records. In addition, all such records will be maintained consistent with the Public Records Laws, Chapter 119 of the State of Florida.
13. The Town and its representatives retain the right to audit all Records for a minimum of three (3) years subsequent to the termination or completion of this Agreement.
14. In the event that any portion of this Agreement is found by a court of competent jurisdiction to be invalid, or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable will continue to be effective.
15. The Consultant must furnish a certificate of insurance to the Town Manager for review and approval prior to the execution of this Agreement. Consultant is to provide written notice to the Town Manager of any material change, cancellation, and/or notice of non-renewal of the insurance within 30 days of the change. Consultant must furnish a copy of the

insurance policy upon request of the Town Manager within ten (10) days of written request.

A. Actuary must maintain Professional Liability Insurance coverage in the minimum amount of \$5,000,000 per claim, \$5,000,000 aggregate providing for all sums which the Actuary will be legally obligated to pay as damages for claims arising out of the Services performed by the Actuary or any person employed by the Actuary in connection with this Agreement.

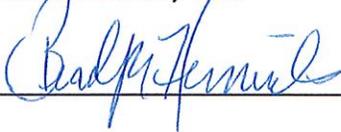
16. Both parties to this Agreement will indemnify and hold harmless the other party, including all officers, employees, and agents against all losses, penalties, fines damages, settlements, judgements, claims, costs, expenses or other liabilities including the award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omissions of either party, its officers, employees or agents. The provisions and obligations of this section will survive the expiration or termination of this Agreement.

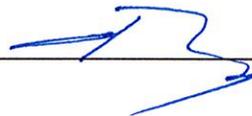
17. To the extent allowed by law, Actuary agrees not to divulge, furnish or make available to any third person, firm or organization any materials, data, transactions of all forms, financial information, documents or other similar information or documentation, without Town Manager's prior written consent unless required by law. Actuary must immediately notify the Town of any disclosure of such information by its employees or agents.

**IN WITNESS WHEREOF**, the **Town of Miami Lakes** has signed duplicates hereof, and **FOSTER & FOSTER, INC.** has caused its corporate name to be signed to said duplicates by its proper officers thereunto duly authorized on the day and in the year first above written.

**FOSTER & FOSTER, INC.**

**TOWN OF MIAMI LAKES**

By: 

By: 

Name: Bradley Heinrichs

 Name: Alex Rey

Title: President

Title: Town Manager

Date: 10/7/15

Date: Oct. 9, 2015

Attest:   
Town Clerk