

SERVICES AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2016 by and between the CITY OF CLEARWATER, a Florida municipal corporation, hereinafter referred to as "City," P.O. Box 4748, Clearwater, Florida 33758 and Gabriel, Roeder, Smith & Company, a Florida corporation, hereinafter referred to as "GRS," 1 East Broward Blvd, Suite 505, Ft Lauderdale, Florida 33301.

WHEREAS, the City has other post-employment benefits (OPEB) that require actuarial services and similar compliance with GASB and State of Florida reporting requirements as applicable; and other actuarial services and advice on a project or fee per hour basis as needed;

and

WHEREAS, GRS agrees to provide such required actuarial and related services;

NOW THEREFORE, in consideration of the promises stated herein, the City and GRS mutually agree as follows:

1. **SCOPE OF PROJECT.**

GRS agrees to provide actuarial and related services under the terms and conditions set forth in Request for Proposal (RFP) No. 50-16, Actuarial and Related Services, and GRS' response dated October 18, 2016, including agreed upon exceptions to Terms and Conditions per **Exhibit C**

– **Exceptions to Terms and Conditions**, and described in attached **Exhibit A – Scope of Work**.

2. **TIME OF PERFORMANCE.**

The initial Contract Term shall commence on January 1, 2017 and end December 31, 2021.

3. **COMPENSATION.**

The City will pay GRS a sum not to exceed \$51,950 as described in attached **Exhibit B – Fee Schedule**, inclusive of all reasonable and necessary direct expenses, if applicable. The City may, from time to time, require changes in the scope of the project of *GRS* to be performed hereunder. Such changes, including any increase or decrease in the amount of GRS' compensation and changes in the terms of this Contract which are mutually agreed upon by and between City and *GRS* shall be effective when incorporated in written amendment to this Contract.

4. **METHOD OF PAYMENT.**

GRS' invoices shall be submitted to the City for approval for payment on a Net 30 basis. The City agrees to pay after approval under the terms of the Florida Prompt Payment Act F.S. 218.70.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

5. **NOTICES AND CHANGES OF ADDRESS.**

Any notice required or permitted to be given by the provisions of this

Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

Gabriel, Roeder, Smith & Co.

City of Clearwater

Name

Jay Ravins

Title

Finance Director

Address

P.O. Box 4748
Clearwater, Florida 33758

Telephone #

727-562-4538

Facsimile #

727-562-4535
Facsimile #

6. TERMINATION OF CONTRACT.

Termination by the City is pursuant to RFP No. 50-16 Terms and Conditions as amended by agreed upon exceptions per **Exhibit C – Exceptions to Terms and Conditions.**

7. INDEMNIFICATION AND INSURANCE.

GRS agrees to comply with all terms, provisions, and requirements contained in RFP No. 50-16, Actuarial and Other Services, as amended by

agreed upon exceptions per **Exhibit C – Exceptions to Terms and Conditions**, made a part hereof as if said document were fully set forth at length herein.

8. PROPRIETARY MATERIALS.

Upon termination of this Contract, *GRS* shall transfer, assign and make available to City or its representatives all property and materials in *GRS*' possession belonging to or paid for by the City.

9. INTERESTS OF PARTIES.

GRS covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

10. CONFORMANCE WITH LAWS.

GRS agrees to comply with all applicable federal, state and local laws during the life of this Contract.

11. ATTORNEY FEES.

In the event that either party seeks to enforce this Contract through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

12. GOVERNING LAW AND VENUE.

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

13. PUBLIC RECORDS.

In addition to all other contract requirements as provided by law, GRS agrees to comply with public records law. GRS's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City to perform the service being provided by GRS hereunder.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if GRS does not transfer the records to the City.
- d) Upon completion of the contract , transfer, at no cost, to the City all public records in possession of GRS or keep and maintain public records required by the City to perform the service. If GRS transfers all public records to the City upon completion of the contract, GRS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If GRS keeps and maintains public records upon completion of the contract, GRS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the

City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date set forth above.

(If approved by Council)

CITY OF CLEARWATER, FLORIDA

Countersigned:

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Matthew Smith
Assistant City Attorney

Rosemarie Call
City Clerk

(NAME OF COMPANY)

Attest:

Print Name: _____
Secretary

By: _____
Print Name: _____
Title: _____