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AGREEMENT FOR ACTUARIAL SERVICES – COLLECTIVE BARGAINING, PENSION REFORM, BUDGET and FINANCE

THIS AGREEMENT, made this 7th day of May 2014, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Cavanaugh Macdonald Consulting, LLC, a Georgia limited liability company authorized to transact business in the State of Florida ("Contractor" or "Company"), whose address and phone number are 3550 Busbee Parkway, suite 250, Kennesaw, GA 30144, Phone: 678-388-1700, Fax: 678-388-1730, Email: JoseF@CavMacConsulting.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

(1) Request for Proposal No. 745-11293, Actuarial Services – Collective Bargaining, Pension Reform, Budget and Finance, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").

(2) The Contractor's response to the RFP, dated December 2, 2013, ("Exhibit B").

(3) The Contractor's Cost Proposal dated December 12, 2013, ("Exhibit C").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, specific direction from the City Manager (or designee).
B. Second, this Agreement (Form P-0001) dated May 7th, 2014, and any attachments.
C. Third, Exhibit A
D. Fourth, Exhibit C
E. Fifth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on March 4, 2014, and shall end on March 3, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit C, not to exceed $124,000. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including

any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for Premises/Operations
c. Products/Completed Operations
d. Broad Form Contractual Liability

e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	$250,000 each person, $500,000 each occurrence
Property damage	$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits:	$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a 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 shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor 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, act of God or 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, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), this Section applies to any contract for goods or services of $1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. Public Records

Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

CAVANAUGH MACDONALD CONSULTING, LLC

By: _____
EDWARD MACDONALD
Manager

ATTEST:

By: _____
Print Name: KATHRYN K CASPAR
Title: OFFICE MANAGER

(SEAL)

My Commission Expires
May 9, 2015

STATE OF Georgia :
COUNTY OF Cobb :

The foregoing instrument was acknowledged before me this 5 day of MAY, 2014, by Edward Macdonald, as manager for Cavanaugh Macdonald Consulting, LLC, a Georgia limited liability company authorized to transact business in the State of Florida.

(SEAL)

My Commission Expires
May 9, 2015

Kathryn K Caspar
Notary Public, State of Georgia
(Signature of Notary Public)

KATHRYN K. CASPAR
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

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BUSINESS ASSOCIATE AGREEMENT

This Agreement is made and entered into this 7th day of May, 2014, by and between the City of Fort Lauderdale, a Florida municipality (hereinafter referred to as the "Covered Entity" or "City") and Cavanaugh Macdonald Consulting, LLC, a Georgia limited liability company authorized to transact business in the State of Florida, (hereinafter referred to as "Business Associate").

WHEREAS, the Covered Entity and the Business Associate have established a business relationship in which Business Associate, acting for or on behalf of Covered Entity, receives Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 ("Act"); and

WHEREAS, the Covered Entity and the Business Associate desire to comply with the requirements of the Act's Privacy Rule as further set out below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Covered Entity and the Business Associate agree as follows:

1. Definitions

a. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy and Security Rules ("Privacy Rule"), as codified in 45 Code of Federal Regulations Parts 160 through 164, as may be amended.

2. Obligations and Activities of Business Associate

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent or subcontractor, to whom it provides Protected Health Information received from, or

created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524, if the Business Associate has Protected Health Information in a Designated Record Set.

g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, in a reasonable time and manner, if Business Associate has Protected Health Information in a Designated Record Set, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

j. Business Associate agrees to provide to Covered Entity or an Individual, within thirty (30) days of receipt of a written request from the Covered Entity or an Individual, information collected in accordance with Section 2.i of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

k. Sections 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations, shall apply to Business Associate in the same manner that such sections apply to Covered Entity.

l. Business Associate shall comply with the privacy, security, and security breach notification provisions applicable to a business associate pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act which is Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), 42 U.S.C.A. §17921 *et seq.* (2013), as may be amended or revised, ("HITECH"), any regulations promulgated thereunder, and any amendments to the Privacy Rule, all of which are hereby incorporated herein by reference.

3. Permitted Uses and Disclosures by Business Associate

a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement for Actuarial Services – Collective Bargaining, Pension Reform, Budget and Finance, No. 745-11293, between the City of Fort Lauderdale and the Business Associate ("Original Contract"), provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

4. Specific Use and Disclosure Provisions

a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

e. Business Associate may use Protected Health Information to deidentify the information in accordance with 45 C.F.R. 164.514(a)-(c).

f. Business Associate may use Protected Health Information as required by law.

g. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

h. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth above.

5. Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

6. Permissible Requests by Covered Entity

a. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except that Business Associate may use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate if required by the terms of the Original Contract.

7. Term and Termination

a. The Term of this Agreement shall be effective as of the effective date of the Original Contract, and shall terminate when the Original Contract terminates. Upon termination, all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, shall be destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, or if it is illegal to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Section.

b. Upon either party's knowledge of a material breach by the other party, the nonbreaching party shall either:

1. Provide an opportunity of at least thirty (30) days for the breaching party to cure the breach or end the violation and terminate this Agreement

and the Original Contract if the breaching party does not cure the breach or end the violation within the time specified by the nonbreaching party;

2. Immediately terminate this Agreement and the Original Contract if the breaching party has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, the nonbreaching party shall report the violation to the Secretary.

c. Effect of Termination

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return, or destroy, except as prohibited by the Florida public records law, all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate's return or destruction of the Protected Health Information would be infeasible or illegal, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible or illegal, for so long as Business Associate maintains such Protected Health Information. Upon written request from the Covered Entity, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible or illegal. At all times Business Associate shall comply with the Florida public records law and exemptions therefrom, and applicable Florida records retention requirements.

8. Miscellaneous

a. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended or revised.

b. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. If the parties are unable to reach agreement regarding an amendment to this Agreement, either Business Associate or Covered Entity may terminate this Agreement upon ninety (90) days written notice to the other party.

c. The respective rights and obligations of Business Associate under Sections 7(c)(1) and 7(c)(2) of this Agreement shall survive the termination of this Agreement.

d. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

e. Business Associate shall indemnify, hold harmless, and defend at Business Associate's expense, counsel being subject to Covered Entity's approval, the Covered Entity, and the Covered Entity's officers and employees (collectively "indemnitees"), against any and all claims, actions, lawsuits, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses incurred by any of the indemnitees arising out of or in connection with Business Associate's or any of Business Associate's officers', employees', agents', or subcontractors' breach of this Agreement or any act or omission by Business Associate or by any of Business Associate's officers, employees, agents, or subcontractors, including Business Associate's failure to perform any of its obligations under the Privacy Rule. Business Associate shall pay any and all expenses, fines, judgments, and penalties, including court costs and attorney fees, which may be imposed upon any of the indemnitees resulting from or arising out of Business Associate's or any of Business Associate's officers', employees', agents', or subcontractors' breach of this Agreement or other act or omission.

f. Venue for any lawsuit or any other legal proceedings brought by either party against the other party or otherwise arising out of this Agreement, shall be in Broward County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida, with appellate jurisdiction in the respective corresponding appellate tribunals.

g. Notwithstanding anything contained in this Agreement to the contrary, except as otherwise provided by federal law, Business Associate shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by Covered Entity in order to perform the Services.

(2) Provide the public with access to public records on the same terms and conditions that Covered Entity would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to Covered Entity, all public records in possession of Business Associate upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Covered Entity in a format that is compatible with Covered Entity's information technology systems.

IN WITNESS WHEREOF, the City of Fort Lauderdale and Cavanaugh Macdonald Consulting, LLC, execute this Business Associate Agreement as follows:

CITY OF FORT LAUDERDALE

By: _____
City Manager

Approved as to form:

_____
Senior Assistant City Attorney

WITNESSES:

Cavanaugh Macdonald Consulting, LLC

By _____
Edward Macdonald, Manager

_____
(Signature)
Print Name:

_____
(Signature)
Print Name:

ATTEST:

_____

(SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing Business Associate Agreement was acknowledged before me this 5 day of MAY, 2014, by Edward Macdonald, as manager for Cavanaugh Macdonald Consulting, LLC, a Georgia limited liability company authorized to transact business in the State of Florida.

(SEAL)

My Commission Expires
May 9, 2015

_____
Notary Public, State of Georgia
(Signature of Notary Public - State of GA)

KATHRYN K. CASPAR
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification

Type of Identification Produced _____

EXHIBIT B

CONTRACT COPY
ORIGINAL
DO NOT REMOVE
FROM FILE

City of Fort Lauderdale, Florida
Bid Number: 745-11293
Bid Title: Actuarial Services - Collective Bargaining, Pension Reform, Budget, and Finance

December 9, 2013

Name of Firm:	**Cavanaugh Macdonald Consulting, LLC**
Address:	**3550 Busbee Parkway, Suite 250** **Kennesaw, GA 30144**
Website:	**www.CavMacConsulting.com**
Contact Person:	**Jose I. Fernandez, FCA, ASA, EA, MAAA**
Contact Person's Email Address:	**JoseF@CavMacConsulting.com**
Telephone number:	**678-388-1700**
Fax number:	**678-388-1730**

ORIGINAL

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Appendix B - Copy of Registration to do Business in the State of Florida

TRANSMITTAL LETTER

The transmittal letter is provided on the following page.

Cavanaugh Macdonald
CONSULTING, LLC
The experience and dedication you deserve

December 9, 2013

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, Florida 33301

Bid Title: Actuarial Services – Collective Bargaining, Pension Reform, Budget and Finance

Bid Number: 745-11293

Ladies and Gentlemen:

Cavanaugh Macdonald Consulting, LLC (CMC) is pleased to offer our proposal to provide consulting services for Collective Bargaining, Pension Reform, Budget and Finance for the City of Fort Lauderdale. Of all the actuarial consulting firms serving the public sector community, we present the best combination of experience and expertise with a fresh approach to client service. In our proposal, we will attempt to demonstrate that combination.

As requested, we are enclosing three hard copies (3 – one original and two copies) and six (6) CDs of the proposal.

We would be pleased to address any questions you may have regarding our bid and proposal. We welcome this opportunity to present our capabilities to the City and look forward to a mutually beneficial relationship in the future.

Sincerely,

Jose I. Fernandez, FCA, ASA, EA, MAAA
Principal and Consulting Actuary

Todd B. Green, FCA, ASA, MAAA
Principal and Consulting Actuary

3550 Busbee Pkwy, Suite 250, Kennesaw, GA 30144
Phone (678) 388-1700 • Fax (678) 388-1730
www.CavMacConsulting.com
Offices in Englewood, CO • Kennesaw, GA • Bellevue, NE • Hilton Head Island, SC

TAB 1: BID/PROPOSAL SIGNATURE PAGE

The completed forms are provided on the following pages.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____ December 2, 2013
(signature) (date)

Name (printed) Jose Fernandez Title: Principal and Consulting Actuary

Company: (Legal Registration) Cavanaugh Macdonald Consulting, LLC

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/).

Address: 3550 Busbee Parkway, Suite 250

City Kennesaw State: GA Zip 30144

Telephone No. 678-388-1700 FAX No. 678-388-1730 Email: JoseF@CavMacConsulting.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): On Delivery

Payment Terms (section 1.04): On Delivery Total Bid Discount (section 1.05): 0%

Does your firm qualify for MBE or WBE status (section 1.09): MBE N/A X WBE N/A

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ **NO** X

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variances: _____ revised 11-29-11

Our fee for this project will be based on our current hourly rate schedule and the actual time spent by staff. Jose Fernandez (Consulting Actuary) will serve as the lead actuary for the project but other staff members will have significant roles. Our hourly rate structure is as follows:

Senior/Consulting Actuary	$320 - $396
Consultant/ Senior Consultant/ Actuary	$240 - $320
Actuarial Analyst	$180 - $240
Other	$116

We anticipate an average hourly rate of $330 for the staff involved in this project. On this basis, we have completed the hourly rate schedule below as presented in the RFP. Actual fees will vary depending on the actual time spent by staff and the level of staff involved. At request we will provide a not-to-exceed fee quote for approval before proceeding with additional work. We guarantee our hourly rates will not increase during the initial contract period and extensions.

Hourly Rate:

$330 of actuarial services consultant assigned to this account (on an as needed basis).

Not to exceed 1000 annual hours x Hourly rate (state above) = Not to exceed annual award amount of $ 330,000.

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Any related expenses such as supplies, printing, binders, etc. shall be included in Contractor's hourly rate. Related expenses shall also include any postage, telephone toll charges, or other charges incurred in the normal course of business.

The City of Fort Lauderdale does not expect any travel to be required for this contract. If however, the City should request the Contactor to travel, any travel out of the tri-county (Dade, Broward and Palm Beach Counties, Florida) area shall be in accordance with current City per diem rates and travel policy. **No costs for travel, meals, or accommodations shall be charged to the City for travel within the tri-county area unless the Contractor's office assigned to the project is located outside this area.**

Contractor shall incur no travel expenses chargeable to the City without prior approval by an authorized City representative. Contractor shall provide, if required by the City, documentation of all actual travel or related costs.

Required Documents:
Non-Collusion Statement
Certificate of Insurance (Provided in Appendix A)
Local Vendor Preference Form

The completed forms are provided on the following pages.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
N/A	N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) _____ Business Name is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) _____ Business Name is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and their addresses shall be provided within 10 calendar days of a formal request by the City.

(3) _____ Business Name is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) _____ Business Name requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) _____ Business Name requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) Cavanaugh Macdonald Consulting, LLC Business Name is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: Cavanaugh Macdonald Consulting

AUTHORIZED COMPANY PERSON: Jose Fernandez (NAME) Jose Fernandez (SIGNATURE) December 2, 2013 (DATE)

This section should contain a statement of understanding of the critical issues and opportunities associated with the project and how the Proposer is uniquely qualified to assist the city in this effort.

We understand the City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms to provide Actuarial Services, on an as needed basis, for various types of requests including but not limited to: Collective Bargaining, Pension Reform, Budget, and Finance Services, for the City's Finance Department, in accordance with the terms, conditions, and specifications contained in the Request for Proposals (RFP).

Cavanaugh Macdonald Consulting, LLC (CMC) was founded to offer state and local governments the experience and dedication they deserve in retaining actuarial consulting services for their employee pension and benefit plans. We will provide thoughtful and innovative solutions that will allow public sector benefit plans to thrive in the future. We will provide impartial advice and will maintain our independence from political and other outside influences. We will provide comprehensive services that are legally defensive, and meet all Federal, State and local laws, statutes and ordinances governing such services.

Our strengths include:

- Senior staff of CMC average over 25 years experience serving public sector benefit plans – the expertise and knowledge of our staff regarding public sector actuarial consulting is as great if not greater than any of our competitors.

- Extensive experience with Florida retirement systems and health insurance plans. Currently, we are the actuary for the City of Hollywood Firefighters Pension Fund, the City of Hollywood Police Officers Retirement System, the City of Miami General Employees and Sanitation Employees Retirement Trust and the City of Pensacola Employees Retirement Plan, the City of Pinellas Park and the City of Pompano Beach pension plans. We also provide actuarial services for health plans in Florida, including: Escambia County, Hernando County School Board, Miami Dade College, City of Pensacola, and the Florida Bar Association. We also provide actuarial consulting services to the City of Fort Lauderdale, City of Palm Beach Gardens and Town of Palm Beach. We find our experience working with pension boards gives us a perspective which is beneficial to the City's needs.

- Strong ability to effectively communicate actuarial matters to staff, city management, commissions and Boards.

- A dedicated staff and an organizational structure that allows flexibility to meet client needs – including performing analysis under tight deadlines - and to provide a high level of client/staff interaction.

From 2007 through 2013 we have been engaged as the City's actuarial consultant for the scope of work in the current RFP for the City of Fort Lauderdale. Our services for the City of Fort

Lauderdale included reviewing the City's retirement systems for general employees, fire and police. In the past seven years we have been extensively involved in collective bargaining and pension reform issues with the City.

In our work with the City we have demonstrated our responsiveness and success working with many different participants and stakeholders. Specifically we worked with the City manager's office, the finance and human resources departments, the City Commission, police and fire chiefs, outside counsel, pension board members and the actuary for the fire and police retirement system. We trust the City agrees that our responsiveness has far exceeded requirements and that we have proven the City can rely on us to deliver high quality consulting advice within tight deadlines.

Our aim is to provide fair, high quality analysis and innovative ideas untainted by outside pressure in order for stakeholders to make informed decisions. We will not be advocates for positions but will endeavor to provide high quality information and communicate it in a clear manner to all parties. We recognize that this approach may lead us to present results that are unexpected, but we find that in the end clients value this honest, unbiased style of consulting. We also find that this approach gives us more credibility with all parties. We believe this is especially important in bringing different stakeholders together when fundamental changes are contemplated.

This experience with the City has provided us with extensive knowledge of the City's employee benefit plans and compensation practices, and has given us the opportunity to demonstrate to the City the quality and timeliness of our services. As a result, we will be ready to assist the City immediately with your needs once the City awards the contract. Perhaps more importantly, we understand the City's objectives, goals and challenges with respect to collective bargaining, pension reform and financial constraints.

Below we present our understanding of the technical specifications and scope of services as outlined in the RFP, and how we are uniquely qualified to assist the City in this effort.

1. **Upon request, use standard actuarial methods to provide an evaluation of actuarial services as requested of actuarial soundness for the following types of services (but not limited too):**
    a. **Collective Bargaining**
    b. **Pension Reform**
    c. **Budget**
    d. **Finance**

    As the City's actuarial consultant we have prepared projections of costs for the current plans and under various alternatives including converting to the Florida Retirement System and defined contribution plans. We have also performed historical reviews of the actuarial assumptions and methods, benefit changes and funded status.

    Since our earliest assignments with the City we have used methods and assumptions that comply with actuarial standards of practice, Florida pension rules and accounting standards we

prepared 20-year projections for the City's pension plans to analyze the current and projected financial status and soundness of the plans. We performed analysis on alternatives such as, pension bond proposals, joining the Florida Retirement System and converting to defined contribution plans. Our work assisted the City in developing a defined contribution plan for new general employees and in realizing cost savings from previously unrecognized investment gains of approximately $26 million under the fire and police retirement system.

In our years assisting the City we have been involved in a variety of projects including:

- Collective bargaining,
- Early retirement program for general employees,
- Pension obligation bond issue with respect to the police and fire and general employees pension plans,
- Ongoing pension reform process with the police and fire retirement system.

Through our participation in the collective bargaining process we have developed a thorough understanding of the City's objectives and expectations. We have also developed close relationships with the City, human resources, labor and pension attorneys, City management and the City Commission. Importantly, while always upholding the City's interests we have been able to maintain credibility with union representatives and the police and fire pension Board trustees.

On the early retirement program for general employees we developed ideas in the design of the program, we provided analysis of the overall compensation and employee benefits costs and savings, and participated in meetings with City administration and Commissioners until the program was adopted. Our comprehensive analysis included projecting the overall impact on payroll, pension, fringe benefits and health insurance costs.

For the issue of the pension obligation bond (POB) we quantified the impact on the general employees and police and fire pension plans. But more importantly, we served as the liaison with the City's POB financial advisor and coordinated with and guided the police and fire and general employees pension Board actuaries on the approach to recognizing the impact of the POB that was the most beneficial for the City.

Given our prior experience assisting the City on collective bargaining issues, we expect the specific services required under the RFP will be difficult to predict beforehand and will depend on issues and needs as they arise. Nonetheless, below is a description of how our firm would propose to perform a pension reform study under the RFP's scope of services. This approach is similar to the current approach in collective bargaining and pension reform with police and fire.

- Meet with City representatives at the start of the engagement to discuss the City's goals and objectives, and specific areas of focus for the City.

- Prepare a specific work plan, timetable and proposed fees after the initial meeting.

- Analyze various retirement plan design alternatives, including the current structure, the Florida Retirement System, hybrid (combined defined benefit and defined contribution plans, if legally viable), and defined contribution only plans. The analysis would reflect Florida laws, collective bargaining agreements, the impact of tax premium distributions and the implications from a human resource viewpoint regarding recruitment and retention of qualified employees, and coordination with other employee benefits, such as health benefits before and after retirement, life insurance and disability. The analysis will vary by employee group, i.e., general employees or public safety employees.

- Analyze the administration of the pension plans and consider the cost and benefits of alternative administration structures.

- Preparation of draft reports with our findings for input and discussion with City representatives.

- Meet on a preliminary basis with City representatives and City Commission to update them on the status of the project and to adjust the direction of our investigation, if necessary.

- Meet with City Commission to present our report. The report will be written with a diverse audience in mind.

Throughout the assignment it has been important for us and the City to have access and strong relationships with pension administrators, actuaries, the City's labor and pension attorneys and appropriate City representatives.

Through our experience with these types of assignments we have developed the flexibility to adjust to changing focus and needs. We believe the key to maintaining the project on course and to adjust as necessary is continuous communication between the City and us, and for us to update the City frequently on progress and findings.

2. As required the Contractor must model program costs and be prepared to:

a. Aggregate and sort data into meaningful analysis categories for the purposes of assessing total program costs and employer and employee contributions (if applicable).

b. Provide actuarially based projections for plan alternatives under variable enrollment assumptions, contribution strategies, and benefit design changes (if applicable).

c. Evaluate the cost impact of changes in plan design and suggest cost saving changes. Budgetary and Commission processes often dictate that this analysis be performed under tight deadlines. Contractor may have to respond to ad hoc requests for data or analysis.

For all of our clients we analyze data and use the data to prepare actuarial calculations and projections to assess the cost of pension and health benefit programs. Clients often ask us to analyze the impact of proposed benefit plan changes, including enrollment assumptions, grandfather provisions, employer and employee cost sharing alternatives and changes in benefit design. With our experience we can estimate the potential significance – from financial and human resource viewpoints - of proposed changes before preparing calculations. We find this approach limits the number of what-if scenarios to be analyzed, resulting in time and cost savings to our clients.

We believe our experience communicating actuarial matters will be an asset working with the City and its Commissioners on pension and health benefits issues. While clients value our technical expertise, we also find our clients value our commentary and analysis of proposals.

Given our experience with the City and with other clients, we are confident we can provide the scope of services on a timely basis. We believe we have demonstrated our responsiveness and reliability in our prior assignment working with the City on collective bargaining and pension reform issues.

In general, CMC provides actuarial consulting to US State and Local governments. The data relating to these duties is sensitive and consists of employee benefits plan information and personal information relating to employee benefits plan members.

The network used to store and process this information has been built using the criteria of security and performance. The specific computer equipment and software used to meet these criteria all come from industry leaders and are "state of the art" computer equipment and software. The implementation of this computer equipment and software uses well established design and implementation standards.

We take great care to preserve the security, privacy and integrity of our clients' census and claims data. We advocate only using data transmittal methods that include encryption technology. The preferred method of transmittal would be for us to download the data directly from a City ftp server, if this service is available. If that is not possible, then either sending the data encrypted on a CD via FedEx or UPS (or another firm that will reliably track individual packages) is preferred. In this case, any passwords needed to decrypt the file(s) will need to be sent under separate cover.

All personal census and claims data is saved on a secure partition of our local area network.

CMC utilizes ProVal, a commercial actuarial valuation software program developed and maintained by Winklevoss Technologies, LLC, for its pension and health actuarial cost valuation and projection needs. This software is used by most of the major actuarial consulting firms in the U.S. and retirement systems such as Virginia Retirement System.

Microsoft data base products are used to organize client census data for importation into Proval.

A dedicated Dell server is used to house actuarial related client census data. Census data is only stored on this dedicated server. It is not stored on other devices in the network. Access to this data is controlled through the use of "server operating system security group policies." A user must have valid and specific network credentials to gain access to this data.

In addition to the end user workstations, there are specific and extremely high performance workstations dedicated to actuarial data runs. These workstations provide the ability to offload actuarial data runs from the end user's workstation (end user workstation performance remains high). These dedicated high performance workstations also provide the ability to effectively run case scenarios using real client data.

3. **Analyze historical loss and industry data to calculate future benefit payments in order to evaluate the reasonableness of the stop-loss coverage pricing and make a recommendation on attachment point (if applicable).**

In order to evaluate the reasonableness of the stop-loss coverage pricing and make a recommendation on an attachment point (if applicable), we would collect claims and enrollment experience data, census data, renewal worksheets from the stop-loss carrier and plan design information. Using Fort Lauderdale's own claims experience in conjunction with industry surveys and projections, we would determine expected average claims amounts and review the risk charge assessed by the stop-loss carrier for reasonableness and appropriateness. As an example of our experience, for the Osceola County Board of County Commissioners, we conducted a study to verify that the current method of financing their health plan is the most cost effective and appropriate for their particular employee group and studied fully insured options versus self insured options. We reviewed their plan design for benchmarking with other like government entities and reviewed their current contract arrangement to determine if there was any potential for financial enhancements during the contract period. We also reviewed their claims data to insure accuracy of projected loss.

4. **Contractor must follow HIPPA guidelines and be willing to sign a Business Associate Agreement, with the City, if required. (Exhibit 1 is a sample Business Associate Agreement).**

We agree to follow HIPPA guidelines and are willing to sign a Business Associate Agreement.

5. **Describe the forecasting methodology to be used to complete the tasks. Justify the chosen actuarial methods to be used in written narrative form.**

Our forecasting methodologies are consistent with Actuarial Standards of Practice. We can prepare open group (i.e. in and out flow of members) or closed group forecasts. Generally, we find that open group forecasts provide a more complete view of the long-term financial status of employee benefit plans. In projecting plan assets we can use a stochastic or deterministic approach. We have prepared open group 30-year forecasts for the City's fire and police

retirement system when analyzing projected costs under various scenarios in the current collective bargaining process.

The actuarial assumptions form the basis of any actuarial cost study or forecast. Since it is not possible to know in advance how each member's career will evolve in terms of salary growth, future service and cause of termination, the actuary must develop assumptions in an attempt to predict future patterns. These assumptions enable the actuary to value the amount of benefits earned and to reasonably predict when these benefits will be paid. In developing the assumptions, the actuary examines the past experience and considers future expectations to make the best estimate of the anticipated experience under the plan. We will also work closely with City representatives in developing actuarial assumptions since these individuals have valuable knowledge of the City's workforce and can provide insight for predicting the future behavior of employees and their reaction to benefit changes.

For post-employment health plans, medical inflation is the most significant assumption. Medical inflation is applied annually to the plan's assumed per member claims cost. This inflation assumption considers such things as price inflation, leverage (the effect of fixed co-payments and deductibles), future utilization and cost shifting, as well as legislative and technological changes. Recent experience indicates very high medical inflation rates outstripping both salary and general inflation rates, but these are generally expected to level off in the long-term future. Therefore, inflation assumptions used are a combination of the actual inflation experienced in the short-term and the long-term inflation expectations. Our methodology includes the use of published annual medical inflation surveys in conjunction with actual plan experience. In regard to actual experience, the size of the group (credibility) as well as the volatility of the experience is considered when determining the appropriate medical inflation assumptions.

As mentioned earlier, the core actuarial application is Proval. Microsoft data base products are used to organize client census data for importation into Proval. Proval will be the actuarial software used to prepare actuarial cost calculations and projections.

6. **Contractor may be required from time to time, to meet with City officials to discuss actuarial service needs. Any travel would have to be approved by the City of Fort Lauderdale and would be per the City's travel policy.**

We agree that travel expenses related to the services under this project would have to be approved by the City and would be per the City's travel policy.

Proposer must be an actuary. Documentation should be submitted to support experience with various types of actuarial services including any experience in collective bargaining and pension reform. The Actuarial firm's personnel assigned to this project must have first hand experience in preparing Actuarial Certification and State exhibits required by the Florida Statute 112.08 rate sufficiency certification and the evaluation and assessment of the reserving practices of governmental entities of similar size.

The lead actuary for this assignment would be Jose Fernandez. Jose is an Associate of the Society of Actuaries, a Fellow of the Conference of Actuaries, a Member of the American Academy of Actuaries and a qualified (enrolled) actuary under ERISA. Jose has 33 years of experience with public retirement systems, including over 20 years as the supervising actuary for large retirement systems in Florida and other states.

The lead health actuary would be Alisa Bennett. Alisa is an Associate of the Society of Actuaries, a Fellow of the Conference of Actuaries, a Member of the American Academy of Actuaries and a qualified (enrolled) actuary under ERISA. Alisa has 23 years of experience with public retirement systems, including experience performing GASB OPEB valuations for Osceola and Hernando Counties, the Florida Bar Association and the City of Pensacola in Florida.

In Tab 7 we provide a summary of the experience and qualifications for the proposed project team. The team includes three actuaries.

Our firm and the project team specifically have had extensive experience in collective bargaining and pension reform. Below we discuss three sample cases.

As discussed above, we provided extensive support to the City of Fort Lauderdale in reviewing the general employees' pension plan and the fire and police retirement system in connection with collective bargaining. We prepared various cost studies and projections to analyze alternatives such as joining the Florida Retirement System and conversion to a defined contribution plan. We also prepared cost studies of union proposals. We analyzed the impact of freezing the fire and police retirement system and our review of the actuarial value of assets method employed by the fire and police plan lead to substantial cost savings for the City over the next few years. Throughout this process, we believe we demonstrated the quality of our services and our timely responsiveness to the needs of the City.

For a state retirement system we worked closely with the retirement system staff and the Governor's office in a pension reform project. The project included long-term projections of the benefit and cost implications of numerous alternatives. In our analysis and consulting we were not advocates for any one position but strove to present a balanced and objective approach. We believe this contributed to the development of a combined reduced defined benefit plan and new defined contribution plan which met the state's objective to contain costs while providing competitive employee benefits.

A county in the State of Georgia was facing significant challenges in controlling pension and retiree health care costs. The workforce including, general employees and public safety employees, was very vocal in its opposition to benefit changes. We worked with the pension board, human resources and finance departments, outside consultants and the county managers and commissioners to implement pension and retiree health benefit changes, and a schedule of contribution sharing with employees to control costs. We are now in the process of assisting the County in developing an employee communications campaign to improve the employees' appreciation of the value and cost of the benefits currently provided by the County.

As consultants dedicated to the public sector, we have the expertise to know what will, and what won't, work in a governmental environment. We are well versed with the ins and outs of the often delicate nature of providing and funding benefits in a public environment, especially when retirees are the focus.

Working in the public sector as extensively (and exclusively) as we do enables us to have a fluent understanding of how changes in retiree healthcare benefits can impact the GASB 43 liability and contribution. We also know that making changes simply for the sake of reducing the GASB 43 liability is not necessarily the most prudent approach in the long-term.

The GASB OPEB liabilities are not viewed in a vacuum, however. The pressures, objectives and motivations of each stakeholder are different and often unique to the public sector. CMC consultants are comfortable, and thrive, in such an environment. We feel it important the City know CMC consultants have an extensive background in consulting with retirement systems and health plans in Alabama, Florida, Georgia, Tennessee, Kentucky, and North Carolina. Some of the services provided have included projects in the following areas:

- Plan Design and Consumerism Strategies
- Establishment of Funding Rates and Premium Equivalencies
- Total Budget and Funding Projections
- Employee and Retiree Contribution Strategies
- Vendor Search, Procurement and Management
- Pharmacy Benefits Design, Pricing, and Strategy
- Evaluation and Selection of Effective Care, Case and Disease Management Programs
- Preventive Care and Wellness Initiatives
- Medicare Part D Strategy, Attestations of Actuarial Equivalence and RDS Application Assistance
- Voluntary Benefits
- Cafeteria and Section 125 Plans
- Network Analysis
- Migration and Risk Analysis
- Absence Management
- LTD, STD and LTC Design, Financing and Strategy
- Claim and Eligibility Audits and Contract Compliance

- Legislative Testimony
- Analysis of Proposed Legislation

In general, we have extensive knowledge of local Florida retirement systems requirements and environment, including Florida Statute Chapters 112, 175 and 185, tax premium distributions, police and fire minimum benefits, conversion to Florida Retirement System and participating in collective bargaining with City management, unions and City Commissioners.

We have also been involved with the preparation of the Actuarial Certification and State exhibits required by Florida Statute Chapter 112.08. Alisa Bennett, our senior health actuary assigned to the City and a member of the Society of Actuaries and the American Academy of Actuaries, as required by the Statute, would prepare a statement as to the actuarial soundness of the plan in compliance with the Statute. The report shall consist of, but not be limited to:

1. The adequacy of contribution rates in meeting the level of benefits provided and the changes, if any, needed in the contribution rates to achieve or preserve a level of funding deemed adequate to enable payment of the benefit amounts provided under the plan and a valuation of present assets, based on statement value, and prospective assets and liabilities of the plan and the extent of any unfunded accrued liabilities.

2. A plan to amortize any unfunded liabilities and a description of actions taken to reduce unfunded liabilities.

3. A description and explanation of actuarial assumptions.

4. A schedule illustrating the amortization of any unfunded liabilities.

5. A comparative review illustrating the level of funds available to the plan from rates, investment income, and other sources realized over the period covered by the report with the assumptions used.

6. A statement by the actuary that the report is complete and accurate and that in the actuary's opinion the techniques and assumptions used are reasonable and meet the requirements and intent of this subsection.

7. Other factors or statements as required by the office in order to determine the actuarial soundness of the plan.

State number of years experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. State other relevant experience with non-governmental clients who may demonstrate the scope of services and resources available from the actuarial firm.

CMC was founded to offer state and local governments the experience and dedication they deserve in retaining actuarial consulting services for their employee pension and benefit plans. We fill a need that had developed in the marketplace for increased competition among actuarial consulting firms that specialize in public sector work.

Our team has been providing pension and OPEB consulting for many years. The tables in Tab 8 provide a list of our current retainer pension and healthcare consulting and OPEB clients. Some of the historical services listed were provided by our team while employed at our previous employer.

Our senior staff average over 25 years experience in the public sector providing similar services to those requested in the RFP. In particular, Jose Fernandez has been serving public sector pension plans for 33 years, Todd Green for 16 years and Alisa Bennett for 23 years.

Jose Fernandez has had extensive experience with non-governmental clients providing collective bargaining and pension reform services. As the lead consultant for a multi-national aluminum company, Jose has had experience with union negotiations on pension and health benefits issues. In this role Jose also worked on numerous pension plan re-design projects analyzing defined contribution, hybrid, cash balance and pension equity plan alternatives.

We expect to be able to perform all of the services specifically described in the Scope of Services. However, we have worked with subcontractors to provide our clients access to additional expertise. All subcontractors will be involved in the City of Fort Lauderdale account only as needed/requested.

List those persons who will have a primary responsibility working with the City, if you are awarded the contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal.

The team that will perform the actuarial services, (shown in the table below), consists of eight consultants who have the significant public plan experience and expertise required to provide quality and timely consulting services to the City. The proposed team is the same that is currently providing actuarial consulting services to the City. Most of our team members are in our Kennesaw office located at 3550 Busbee Parkway, Suite 250, Kennesaw, GA 30144, although two of the members are in Aventura, Florida.

Team Member	Title/Role	Direct Dial/Email	Year started in Public Sector
Jose Fernandez ASA, EA, FCA, MAAA	Principal & Consulting Actuary/Primary Actuary	678-388-1718 JoseF@CavMacConsulting.com	1980
Todd Green ASA, FCA, MAAA	Principal & Consulting Actuary/Secondary Actuary	678.388.1705 ToddG@CavMacConsulting.com	1997
Alisa Bennett FSA, EA, FCA, MAAA	Principal & Consulting Actuary/Lead Health Actuary	678.388.1703 AlisaB@CavMacConsulting.com	1990
Micki Taylor ASA, EA, FCA, MAAA	Senior Actuary/Project Management	678.388.1709 MickiT@CavMacConsulting.com	1992
Terence Bhawanie	Consultant/Production	678.451.3472 TerenceB@CavMacConsulting.com	2000
Lorraine Bhawanie	Consultant/Production	678.477.2890 LorraineB@CavMacConsulting.com	2001
Joseph Walls	Consultant/Production	678.388.1704 JosephW@CavMacConsulting.com	1998
Matthew Yonz	Actuarial Analyst	678-388-1722 MattY@CavMacConsulting.com	2011

The primary actuary who will serve the City will be Jose Fernandez. Jose's contact information is as follows:

Jose I. Fernandez, ASA, EA, FCA, MAAA
Principal and Consulting Actuary
Cavanaugh Macdonald Consulting, LLC
3550 Busbee Parkway, Suite 250
Kennesaw, GA 30144
Office: 678.388.1718
Fax: 678.388.1730

Below is a description of how the entire team dedicated to the City account would function.

Jose Fernandez, Principal and Consulting Actuary, ASA, FCA, EA, MAAA and Todd Green, Principal and Consulting Actuary, ASA, FCA, MAAA, will serve as the primary and secondary supervising actuaries, respectively, for the work for the City. Jose will be the main contact for the City, presenter of material at staff and other meetings and peer reviewer of all work. Todd will be the backup for Jose on this assignment. Their expertise, insights and knowledge of public sector pension related issues, and specifically with the scope of work in the RFP, will enhance our work product and ensure that we deliver the highest quality in meeting the City's needs. Jose has been the lead consultant for the City of Fort Lauderdale in the past seven years. Jose's ongoing experience with the City will be beneficial to the City in the scope of services outlined in the RFP.

Alisa Bennett, Principal and Consulting Actuary, will be the lead actuary for health related work for the City. Alisa provides healthcare consulting/OPEB services to several clients in Florida.

Micki Taylor, Senior Actuary, will be responsible for managing the projects for the City.

Terence Bhawanie, and Lorraine Bhawanie, Consultants, and Joseph Walls, Matt Yonz, Actuarial Analysts, will be responsible for production of the pension and health work. These consultants have experience working with Florida retirement systems and healthcare/OPEB benefits.

Biographies for your proposed team are provided in the following pages.

Jose Fernandez, ASA, FCA, EA, MAAA
Principal and Consulting Actuary

- **Role;**

  Primary Actuary

- **Areas of expertise;**

  Jose has a broad range of experience in actuarial audits, proposed legislation analysis, experience studies, retiree medical valuations, and the design, administration and funding of public retirement plans and health plans.

- **Relevant experience;**

  Jose has consulting experience providing services to Florida retirement systems (such as the City of Miami, Hollywood Police and Fire retirement systems, City of Fort Lauderdale, City of Palm Beach Gardens, Town of Palm Beach, City of Pinellas Park and City of Pompano Beach general employees). Jose's experience includes providing actuarial consulting services, actuarial valuations, experience studies and legislative analysis and cost studies for state-wide, county, and municipal retirement systems. As such, Jose is very familiar with the specific retirement benefit issues related to the scope of services of this proposal.

- **Education;**

  - B.S. degree in Mathematics from St. Peter's College

- **Professional designations and memberships; and**

  - Associate of the Society of Actuaries
  - Enrolled Actuary under ERISA
  - Member of the American Academy of Actuaries
  - Fellow of the Conference of Consulting Actuaries.

- **Relevant publications, studies or presentations.**

Jose has been a presenter at several public pension conferences, including:

- Florida Public Pension Trustees Association Conference
- Texas Firefighters Local Retirement Association Conference
- Southeast Employees Pension Conference
- National Council Teacher Retirement Directors meeting

Todd Green, ASA, FCA, MAAA
Principal and Consulting Actuary

- **Role;**

  Secondary Actuary

- **Areas of expertise;**

  Todd has experience in the preparation of annual valuations, proposed legislation pricing, experience studies and other special cost studies for governmental clients for many state and municipal plans. Todd spends 100% of his time on client services.

- **Relevant experience;**

  Todd has consulting experience providing services to Florida retirement systems (such as the City of Miami, Hollywood Police and Fire, and Pensacola, Pinellas Park and Pompano Beach general employees retirement systems) and to other large public clients currently including the Kentucky Retirement System, Montana Teachers' Retirement System and Ohio School Employees' Retirement System 1997.

- **Education;**

  - B.S. in Mathematics with a concentration in Actuarial Science from Georgia State University

- **Professional designations and memberships; and**

  - Associate of the Society of Actuaries
  - Member of the American Academy of Actuaries
  - Fellow of the Conference of Consulting Actuaries

- **Relevant publications, studies or presentations.**

  Todd has been a speaker at the North Carolina State Treasurer Conference, North Carolina Government Finance Officers Association, North Carolina Association of County Commissioners, and the North Carolina League of Municipalities Regional Risk Management Workshops relating to the implementation of GASB 43 & 45 for post-employment benefits other than pensions, and National Council on Teacher's Retirement.

Alisa Bennett, FSA, EA, FCA, MAAA
Principal and Consulting Actuary

- **Role;**

  Lead Health Actuary

- **Current responsibilities;**

  Alisa has a broad range of experience in proposed legislation analysis and testimony, actuarial audits, experience studies, retiree medical valuations, and the design, administration and funding of public retirement plans and health plans. Alisa is responsible for the preparation of annual other post-employment benefit (OPEB) and pension valuations, proposed legislation pricing, health claims underwriting, Medicare Part D analysis and actuarial attestations.

- **Relevant experience;**

  Alisa has public sector consulting experience since 1990 providing services to large public clients. She serves as health actuary for several of our OPEB clients including Ohio School Employees Retirement System, Kentucky Retirement System, Alabama PEEHIP, Alabama SEHIP, Georgia Department of Community Health, and several large counties and municipalities. She is the attesting actuary for purposes of creditable coverage and the RDS subsidy under Medicare Part D for several of our state clients.

- **Education;**

  - B.S. in Mathematics from University of Georgia
  - Master of Arts in Mathematics from University of Georgia

- **Professional designations and memberships; and**

  - Fellow of the Society of Actuaries
  - Enrolled Actuary under ERISA
  - Fellow of the Conference of Consulting Actuaries
  - Member of the American Academy of Actuaries

- **Relevant publications, studies or presentations.**

  Alisa has recently presented the following:
  - "How to Read an Actuarial Report" Georgia Government Finance Officers Association, 2013
  - "Change in GASB Liability Rules" at the State and Local Government Benefits Association Regional Conference, 2013
  - "Retiree Health Care Costs and OPEB: What to keep an eye on?" at the Public Sector Healthcare Roundtable Conference, 2011
  - "Managing Drug Expenditures – One Year Later" at the Public Sector Healthcare Roundtable Conference, 2010
  - "Issues Facing the Public Pension Industry", Southern Conference on Teacher Retirement, 2010
  - "The Great GASB!" at the Enrolled Actuaries Meeting in Washington, DC, 2009
  - "Actuarial Assumptions 101" at the IMN's 2nd Annual Southeast Public Employees Retirement Systems (SEPERS) Forum, 2008
  - "Healthcare Costs" at the IMN's 2nd Annual Middle Atlantic Public Employee Retirement Systems (MATPERS) Forum, 2007

Micki Taylor, ASA, EA, FCA, MAAA
Senior Actuary

- **Role;**

  Support Actuary and Project Manager

- **Areas of expertise;**

  Micki has a broad range of experience in annual valuation production, proposed legislation pricing, actuarial audits, experience studies, and the design, administration and funding of public retirement plans.

- **Relevant experience;**

  Micki has public sector consulting experience since 1992. Micki has managed projects for many public clients including City of Fort Lauderdale, City of Miami general employees, City of Hollywood police and fire, City of Pinellas Park general employees and Virginia Retirement Systems and Ventura County (CA).

- **Education;**

  - B.S. in Chemistry cum laude from the University of Georgia
  - Masters in Actuarial Science from Georgia State University

- **Professional designations and memberships;**

  - Associate of the Society of Actuaries
  - Enrolled Actuary under ERISA
  - Member of the American Academy of Actuaries
  - Fellow of the Conference of Consulting Actuaries

Terence C. Bhawanie
Consultant

- **Role;**

  Consultant/Production

- **Current responsibilities;**

  Terence performs all aspects of actuarial valuations for state and local governmental retirement plans. Terence has worked with public sector pension plan valuations since 2001.

- **Relevant experience;**

  Terence has public sector experience since 2001, which also includes service at GRS. Terence has a broad range of experience in proposed legislation pricing, actuarial audits, experience studies, retirement benefit and service purchase calculations, projection studies and detailed gain/loss analysis.

  Terence has experience providing public sector services since 2001 to public clients similar to the services required in the RFP, including Florida local retirement systems and experience with the City of Fort Lauderdale, City of Miami Retirement Trust, Illinois Municipal Retirement Fund, and Arkansas Teachers Retirement System.

- **Education;**

  - B.S. in Mathematics from York University, Toronto Canada

Lorraine Bhawanie
Consultant

- **Role;**

  Consultant, Technical Support

- **Employment history;**

  Lorraine has been providing service to public sector clients since 2001, which also includes service with GRS.

- **Areas of expertise;**

  Lorraine has a broad range of experience in both the pension and health arena. Her experience includes proposed legislation pricing, actuarial audits, experience studies, pension valuations, projections, gain loss analysis, Other Post-Employment Benefits (OPEB) valuations, for cities, counties, and states as well as claims cost development.

- **Relevant experience;**

  Lorraine has experience providing services since 2001 to large public sector clients including the Arkansas Teacher Retirement System, Illinois Municipal Retirement Fund, the Public Employees Retirement Association of New Mexico, the Municipal Employees Retirement System of Michigan, the Educational Employees' Supplementary Retirement System of Fairfax County, Kentucky Retirement Systems, the School Employees Retirement System of Ohio, the Georgia Department of Community Health, and numerous municipalities within the State of North Carolina.

- **Education;**

  B.S. in Mathematics from Madonna University.

Joseph Walls
Consultant

- **Role;**

  Consultant/ production

- **Relevant experience;**

  Joseph has experience with annual valuations, experience studies, special cost studies, data analysis, and benefit calculations. He also has a broad range of experience in the administration of public retirement plans. His background also includes communicating plan provisions to employers and plan participants.

- **Current responsibilities;**

  Joseph currently performs annual valuations for public sector pension and health plans. He also completes cost studies, data analysis, experience studies and other special calculations as necessary.

  Joseph has worked with state and local government retirement plans since 1998.

- **Education;**

  - M.B.A. with a concentration in Risk Management and Insurance from Georgia State University
  - B.S. in Mathematics with a Minor in Business Administration from North Georgia College and State University
  - Completed Society of Actuaries Exam FM

- **Professional designations and memberships;**

  None.

- **Relevant publications, studies or presentations.**

  None.

Matthew Yonz
Actuarial Analyst

- **Role;**

  Production

- **Current responsibilities;**

  Matthew performs all aspects of actuarial valuations for state and local governmental retirement plans.

- **Relevant experience;**

  Matthew has experience providing public sector services to clients similar to the services required in the RFP, including Florida local retirement systems.

- **Education;**

  - B.S. in Mathematics and Chemistry from Georgia College and State University.
  - Academic All American while on Golf Team

- **Professional designations and memberships; and**

  - Matthew is currently pursuing the ASA designation of the Society of Actuaries

TAB 8: CLIENT LIST

List clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, email address and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

Below we present a list of our clients for which we provide similar services to those requested in the RFP. Instead of listing just a few clients who will give us good references, we listed all our clients for you to choose from. Some historical services have been provided by our team while employed at a previous employer.

Pension Retainer Clients

System	Work Performed	Total # of Participants Total Assets ($)	Contact Information
1. Alabama: • Clerks and Registers Retirement System • Employees' Retirement System • Judicial Retirement System • Teachers Retirement System	1981 – Present Annual actuarial valuations, experience studies, legislation	372,000 $24.9 Billion	Dr. David Bronner Chief Executive Officer Retirement Systems of Alabama 201 South Union Street Montgomery, AL 36130-2150 334.517.7100 DBronner@RSA-AL.gov
2. Alabama Peace Officers Annuity & Benefit Fund	1996 – Present Annual actuarial valuations, legislation	5,200 $19.3 Million	Mr. John E. Hixon, Jr. Executive Director Alabama Peace Officers' Annuity & Benefit Fund 514 South McDonough Street Montgomery, AL 36102-2186 334.242.4079 John.Hixon@apoabf.alabama.gov
3. Bibb County Employees Retirement System	2001 – Present Annual actuarial valuations	1,000 $87.1 Million	Ms. Deborah R. Martin Finance Director Bibb County Finance Office 601 Mulberry Street Room 409 Courthouse Macon, GA 31201 478.621.6310 dmartin@co.bibb.ga.us
4. Central Nebraska Public Power and Irrigation District	2010 – present Annual actuarial valuations	170 $10 Million	Ms. Rochelle Jurgens Controller 415 Lincoln Street PO Box 740 Holdrege, NE 68949 308.995.8601 rjurgens@cnppid.com
5. Charlotte Firefighters Retirement System	2000 – Present Annual actuarial valuations and experience studies	1,300 $291.2 Million	Mr. H. Lee Madden Interim Administrator Charlotte Firefighters' Retirement System Charlotte National Building 428 East Fourth Street, Suite 205 Charlotte, NC 28202 704.336.4431 hmadden@ci.charlotte.nc.us

TAB 8: CLIENT LIST

System	Work Performed	Total # of Participants Total Assets ($)	Contact Information
6. Cincinnati Retirement System	2008 – Present Annual actuarial valuations and experience studies	15,000 $1.4 Billion	Ms. Paula Tilsley Executive Director The Cincinnati Retirement System 801 Plum Street, Room 240 City Hall Cincinnati, OH 45202 513.352.6296 Paula.Tilsley@cincinnati-oh.gov
7. Cobb County (GA)	2007 – Present Annual actuarial valuations, experience studies and benefit statements	6,100 $330 Million	Mr. J. Virgil Moon, CPA Support Services Agency Director 100 Cherokee Street, Suite 500 Marietta, GA 30090-9679 770.528.2609 virgil.moon@cobbcounty.org
8. Colorado PERA	2006 – Present Annual actuarial valuations, experience studies, legislation	484,000 $37.2 Billion	Mr. Karl Paulson Manager of Strategic Innovation Public Employees' Retirement Association of Colorado 1301 Pennsylvania Street Denver, CO 80203-2386 303.837.6203 kpaulson@copera.org
9. Connecticut Municipal Employees' Retirement System	2013 – Present Annual actuarial valuations, experience studies, legislation	15,000 $1.7 Billion	Ms. Brenda Halpin Director State of Connecticut Office of the State Comptroller Retirement Services Division 55 Elm Street Hartford, CT 06106 860.702.3487 Brenda.halpin@po.state.ct.us
10. Connecticut State Employees' Retirement System	2009 – Present Actuarial valuations, experience studies, legislation	93,000 $9 Billion	Ms. Brenda Halpin Director State of Connecticut Office of the State Comptroller Retirement Services Division 55 Elm Street Hartford, CT 06106 860.702.3487 Brenda.halpin@po.state.ct.us
11. Connecticut Teachers Retirement Board	2009 – Present Actuarial valuations, experience studies, legislation	96,000 $13.2 Billion	Ms. Darlene Perez Administrator Connecticut Teachers' Retirement Board 765 Asylum Avenue, 2nd Floor Hartford, CT 06105 860.241.8402 darlene.perez@ct.gov
12. Georgia: • Employees' Retirement System • Judicial Retirement System • Legislative Retirement System • Military Pension Fund • Public School Employees' Retirement System	1981 – Present Annual actuarial valuations, experience studies, legislation	323,000 $13.3 Billion	Mr. Jim Potvin Executive Director Employees' Retirement System of Georgia Two Northside 75, Suite 300 Atlanta, GA 30318-7778 404.603.5605 jim.potvin@ers.ga.gov

TAB 8: CLIENT LIST

System	Work Performed	Total # of Participants Total Assets ($)	Contact Information
13. Des Moines Water Works			Peggy Freese Director of Finance DMWW 2201 George Flag Pkwy Des Moines, IA 50321 515.283.8748 freese@dmww.com
14. District of Columbia Retirement Board	2010 – Present Actuarial valuations, experience studies, legislation	17,000 $5.2 Billion	Mr. Eric Stanchfield Executive Director DCRB 900 7th Street, NW Suite 200 Washington, DC 20001 202.343.3200 eric.stanchfield@dc.gov
15. Georgia Firefighters' Pension Fund	2010 - Present Actuarial valuations, experience studies, legislation	17,000 $580 Million	Mr. James R. Meynard Executive Director Georgia Firefighters' Pension Fund 2171 East View Parkway Conyers, GA 30013 770.388.5757 execdir@gfpf.org
16. Georgia Sheriffs' Retirement Fund	2005 – Present Actuarial valuations, experience studies, legislation	335 $69.9 Million	Ms. Lisa Petty Secretary – Treasurer Sheriffs' Retirement Fund of Georgia P.O. Box 1000 Stockbridge, GA 30281 770.914.1076 lpetty@georgiasheriffs.org
17. Georgia Teachers Retirement System	1981 – Present Annual actuarial valuations and experience studies	395,000 $54.1 Billion	Mr. Jeffrey Ezell Executive Director Teachers Retirement System of Georgia Two Northside 75, Suite 200 Atlanta, GA 30318-7901 404.352.6520 jeffrey.ezell@trsga.com
18. Glynn County Retirement System	2009 – Present Annual actuarial valuations	1,274 $52.5 Million	Orah L. Reed, PHR Director of Human Resources Glynn County Board of Commissioners 1725 Reynolds Street, Suite 302 Brunswick, GA 31520 912.554.7172 oreed@glynncounty-ga.gov
19. Gwinnett County Board of Education's Retirement System	2005 – Present Annual actuarial valuations and experience studies	19,800 $687.3 Million	Mr. Tom Daymude Director Gwinnett County Board of Education's Retirement System P.O. Box 343 Lawrenceville, GA 30046 678.377.7369 tom_daymude@gwinnett.k12.ga.us

TAB 8: CLIENT LIST

System	Work Performed	Total # of Participants Total Assets ($)	Contact Information
20. Gwinnett County Retirement Systems	2006 – Present Actuarial valuations and experience studies	5,000 $806 Million	Mr. Bill Rodenbeck Pension/Finance Manager Gwinnett County Department of Financial Services Risk Management Division 75 Langley Drive Lawrenceville, GA 30045 770.822.7882 bill.rodenbeck@gwinnettcounty.com
21. Hollywood Firefighters Pension Fund	2008 – Present Annual actuarial valuations	400 $160.3 Million	Ms. Jennifer V. Kerr Plan Administrator Hollywood Firefighters Pension Fund 2741 Stirling Road Hollywood, FL 33312 954.967.4331 jenn@hfpf.com
22. City of Hollywood Police Officers' Retirement System	2008 – Present Annual actuarial valuations	550 $160.5 Million	Mr. Dave Williams Plan Administrator City of Hollywood Police Officers' Retirement System 4205 Hollywood Boulevard, Suite 4 Hollywood, FL 33021 954.967.4395 davew@hollywoodpolicepensionfund.com
23. Iowa Judicial Retirement Fund	2010 – Present Annual actuarial valuations and experience studies, legislation	371 $99 Million	Ms. Peggy Sullivan Director, Finance/Personnel State Court Administrator's Office 111 E. Court Avenue Des Moines, IA 50319 515.242.0171 Peggy.sullivan@iowacourts.gov
24. Iowa Peace Officers Retirement System	2010 – Present Annual actuarial valuations, experience studies and legislation	1,231 $257 Million	Mr. Martin Deaton Director of Administrative Services Department of Public Safety 215 E. 7th Street, 4th Floor Des Moines, IA 50319 515.725.6251 heuton@dps.state.ia.us
25. Iowa Public Employees Retirement System	2010 – Present Annual actuarial valuation and experience studies, legislation	335,000 $23.0 Billion	Ms. Donna Mueller Chief Executive Officer Iowa Public Employees Retirement System 7401 Register Drive Des Moines, IA 50321 515.281.0070 donna.mueller@ipers.org
26. Jefferson County Employees Retirement System	1998 – Present Annual actuarial valuations	5,100 $819.8 Million	Ms. Cathy Crumley Pension Coordinator The General Retirement System for Employees of Jefferson County Suite 430 Courthouse 716 Richard Arrington, Jr., Blvd., N. Birmingham, AL 35203 205.325.5354 crumleyc@jccal.org

TAB 8: CLIENT LIST

System	Work Performed	Total # of Participants Total Assets ($)	Contact Information
27. Kansas City Board of Public Utilities	2005 – Present Annual actuarial valuations and experience studies, legislation	1,300 $386 Million	Ms. Mindy Harris Plan Administrator Board of Public Utilities 540 Minnesota Avenue Kansas City, KS 66101-2930 913.573.6938 mharris@bpu.com
28. Kansas City Police Retirement System and Police Civilians Retirement System	2007 – Present Annual actuarial valuations and experience studies, legislation	3,402 $747 Million	Mr. Jim Pyle Pension Systems Manager 9701 Marion Park Drive, B Kansas City, Missouri 64137 816.482.8138 jpyle@kcpd.org
29. Kansas Public Employees Retirement System • Public Employees • Police and Fire • Judges	2010 – Present Annual actuarial valuations and experience studies, legislation	281,000 $12.5 Billion	Mr. Alan Conroy Executive Director 611 S. Kansas Ave, Suite 100 Topeka, KS 66603 785.296.6880 aconroy@kpers.org
30. Kentucky Retirement Systems: • Kentucky Employees • County Employees • State Police	2006 – Present Actuarial valuations, experience studies, legislation	355,000 $10.8 Billion	Mr. Bill Thielen Executive Director Kentucky Retirement Systems 1260 Louisville Road Frankfort, KY 40601 502.696.8444 bill.theilen@kyret.com
31. Kentucky Teachers' Retirement System	1981 – Present Annual actuarial valuations, experience studies, legislation	129,000 $14.8 Billion	Mr. Gary L. Harbin Executive Secretary Kentucky Teachers' Retirement System 479 Versailles Road Frankfort, KY 40601-3800 502.848.8501 gary.harbin@ky.gov
32. Lexington-Fayette Urban County Government Policemen's and Firefighters' Retirement Fund	2006 – Present Actuarial valuations	1,800 $370.8 Million	D. Chad Hancock Financial Administrator Lexington-Fayette Urban County Government 200 East Main Street Lexington, KY 40507 859.258.3300 chancock@lexingtonky.gov
33. Metropolitan Utilities District of Omaha Nebraska	2010 – Present Annual actuarial valuation and experience studies	1,429 $130 Million	Ms. Debra Schneider Chief Financial Officer 1723 Harney Street Omaha, NE 68102 402.504.7128 Schneider@mudnebr.com
34. Miami General Employees' and Sanitation Employees' Retirement Trust	2008 – Present Actuarial valuations	3,600 $694.3 Million	Ms. Sandra Elenberg Pension Administrator City of Miami General Employees' and Sanitation Employees' Retirement Trust (GESE) 2901 Bridgeport Avenue Coconut Grove, FL 33133-3607 305.441.2300 Sandra@gese.org

TAB 8: CLIENT LIST

System	Work Performed	Total # of Participants Total Assets ($)	Contact Information
35. Minnesota Teachers' Retirement Association	2011 – Present Annual actuarial valuations, experience studies, legislation	172,000 $16.7 Billion	Ms. Laurie Hacking Executive Director Teachers' Retirement Association of Minnesota 60 Empire Drive, Suite 400 St. Paul, MN 55103 651.296.6523 laurie.hacking@state.mn.us
36. Mississippi: ▪ Highway Safety Patrol Retirement System • Municipal Retirement Systems • Public Employees Retirement System • Supplemental Legislative Retirement Plan	1992 – Present Annual actuarial valuations, experience studies, legislation	384,000 $20.2 Billion	Ms. Pat Robertson Executive Director Mississippi PERS PERS Building 429 Mississippi Street Jackson, MS 39201-1005 601.359.2241 PRobertson@pers.ms.gov
37. Montana Teachers Retirement System	2009 – Present Annual actuarial valuations, experience studies, legislation	44,000 $2.9 Billion	Mr. Shawn Graham Executive Director Montana TRS 1500 Sixth Avenue Helena, MT 59620 406.444.3376 sgraham@mt.gov
38. Nebraska Public Employees Retirement System	2013 – Present Annual actuarial valuations, experience studies, legislation	83,000 $8.6 Billion	Phyllis Chambers Director Nebraska Public Employees Retirement Systems 1526 "K" Street Lincoln, NE 68509-4816 402.471.2056 phyllis.chambers@nebraska.gov
39. New Mexico Public Employees' Retirement Association	2010 – Present Annual actuarial valuations, experience studies, legislation	85,000 $11.6 Billion	Mr. Wayne Propst Executive Director New Mexico PERA 33 Plaza La Prensa Santa Fe, NM 87507 505.476.9301 Wayne.Propst@state.nm.us
40. Ocean City, MD	2012 – Present Annual actuarial valuations, experience studies, legislation	748 $76.1 Million	Mr. Wayne Evans Human Resources Director Town of Ocean City 301 Baltimore Avenue Ocean City, MD 21842 410.289.8766 wevans@oceancitymd.gov
41. Ohio School Employees Retirement System	2008 – Present Annual actuarial valuations, experience studies, legislation	204,000 $10.3 Billion	Ms. Michele L. Marra, CPA Director of Finance School Employees Retirement System 300 East Broad Street, Suite 100 Columbus, OH 43215 614.222.5890 mmarra@ohsers.org

TAB 8: CLIENT LIST

System	Work Performed	Total # of Participants Total Assets ($)	Contact Information
42. Oklahoma Public Employee Retirement System	2010 – Present Annual actuarial valuations, experience studies, legislation	78,000 $6.8 Billion	Mr. Thomas Spencer Executive Director Oklahoma Public Employees Retirement System 5801 N. Broadway Extension, Suite 400 Oklahoma City, OK 73118 405.858.6737 tspencer@opers.state.ok.us
43. Omaha Employees Retirement System	2010 – Present Annual actuarial valuations and experience studies	2,885 $$160 453 Million	Ms. Leslie Schaefer Interim Finance Director City of Omaha Employees Retirement System 1819 Farnam Street Omaha, NE 68183 402.444.5417 leslie.schaefer@ci.omaha.ne.us
44. Omaha Schools Employees Retirement System	2010-Present Annual actuarial valuations, experience studies, legislation	11,900 $1.1 Billion	Mr. Mike Smith Executive Director Omaha School Employees Retirement System 3215 Cumings Street Omaha, NE 68131 402.557.2105 mws@ops.org
45. Omaha Police and Fire Retirement System	2010 – Present Annual actuarial valuations and experience studies	2,885 $453 Million	Ms. Leslie Schaefer Interim Finance Director City of Omaha Police and Fire Retirement System 1819 Farnam Street Omaha, NE 68183 402.444.5417 leslie.schaefer@ci.omaha.ne.us
46. Palm Beach	2008 – Present Pension reform and collective bargaining general employees and police and fire pension plans	670 $160 Million	Mr. Peter Elwell Town Manager Town of Palm Beach 360 South County Road Pam Beach, FL 33480 561.227.6302 PElwell@townofpalmbeach.com
47. Palm Beach Gardens	2009 – Present Pension reform and collective bargaining police and fire pension plans	280 $83 Million	Mr. Allan Owens Finance Administrator City of Palm Beach Gardens 10500 N. Military Trail Palm Beach Gardens, FL 33410 561.799.4163 AOwens@pbgfl.com
48. Pensacola General Employees' Retirement Fund	1990 – Present Annual actuarial valuations and experience studies	1,100 $104.4 Million	Mr. Richard Barker, Jr. Pension Administrator Pensacola General Employees' Retirement Fund P.O. Box 12910 475 East Strong Street Pensacola, FL 32521-0061 850.435.1823 rbarker@ci.pensacola.fl.us

TAB 8: CLIENT LIST

System	Work Performed	Total # of Participants Total Assets ($)	Contact Information
49. Pinellas Park General Employee's Pension Plan	2010 – Present Annual actuarial valuations and experience studies	496 $43.1 Million	Ms. Denise Cowdrick City of Pinellas Park General Employees' Pension Plan Human Resources 5141 – 78th Avenue Pinellas Park, FL 33781 727.541.0700 Ext. 1307 retirement_services@pinellas-park.com
50. City of Pompano Beach General Employees' Retirement System	2010 – Present Annual actuarial valuations and experience studies	509 $99.1 Million	Ms. Madelene L. Klein Executive Director City of Pompano Beach General Employees' Retirement System 555 South Andrews Avenue, Suite 106 Pompano Beach, FL 33069 954.782.2660 pompgers@aol.com
51. Employees' Retirement System of the Puerto Rico Electric Power Authority	2008 – Present Actuarial valuations, experience studies, legislation	20,000 $1.5 Billion	Ms. Marieolga Anglero Bruno Administrator Employees' Retirement System of the Puerto Rico Electric Power Authority Juan Ruiz Vélez Building 1110 Ponce de León Avenue San Juan, Puerto Rico 00908 787.521.4746 m-anglero@prepa.com
52. Shelby County Retirement System	2009 – Present Annual actuarial valuations, experience studies, legislation	9,400 $736 Million	Ms. Patty Coker Manager of Pension Administration Shelby County Government 160 N. Main, Rm. 550 Memphis, TN 38103 901.545.3571 patty.coker@shelbycountytn.gov
53. Tuscaloosa Police Officers and Firefighters Retirement Plan	1997 – Present Annual actuarial valuations and experience studies	300 $63.4 Million	Mr. John Willett Chairman Tuscaloosa Police Officers and Firefighters Retirement Plan P.O. Box 1447 Tuscaloosa, AL 35403 205.242.7312 jwillett@ci.tuscaloosa.AL.US
54. Virginia Retirement System	2007 – Present Annual actuarial valuations, experience studies, legislation	523,000 $52.1 Billion	Mr. Robert Schultze Director Virginia Retirement System 1200 E. Main Street Richmond, VA 23219 804.7344.3120 rschultze@vrs.state.va.us
55. WaterOne	2013 – Present Annual actuarial valuations, experience studies, and consulting	422 $25 Million	Ms. Colleen Browne Director of Human Resources Water District No. 1 of Johnson County 10747 Renner Boulevard Lenexa, KS 66219 913.895.5790 colleen@waterone.org

System	Work Performed	Total # of Participants Total Assets ($)	Contact Information
56. Wichita Employees' Retirement System	2012 – Present Annual actuarial valuations, experience studies, legislation	3,000 $460 Million	Ms. Barbara Davis Pension Manager Wichita Retirement Systems 455 N. Main Street Wichita, KS 67202 bjdavis@wichita.gov
57. Wichita Police and Fire Retirement System	2012 – Present Annual actuarial valuations, experience studies, legislation	2,000 $460 Million	Ms. Barbara Davis Pension Manager Wichita Retirement Systems 455 N. Main Street Wichita, KS 67202 bjdavis@wichita.gov

Healthcare Consulting and OPEB Clients

System	Work Performed	Total # of Participants	Contact Information
1. Alabama Public Education Employee Health Insurance Plan (PEEHIP)	2003 – Present GASB OPEB	186,000	Ms. Diane Scott Retirement Systems of Alabama P.O. Box 302150 Montgomery, AL 36130-2150 334.517.7302 diane.scott@rsa-al.gov
2. Alabama State Employee Health Insurance Plan (SEHIP)	2006 – Present GASB OPEB	113,000	Mr. William Ashmore Executive Director State Employees' Insurance Board P.O. Box 304900 Montgomery, AL 36130-4900 334.833.5958 washmore@alseib.org
3. City of Albany, GA	2009 – Present GASB OPEB	1,800	Mr. Phil Roberson Chairman, Board of Trustees City of Albany Employees' Retirement Plan Government Center 222 Pine Avenue, Suite 560 Albany, GA 31702-0447 229.883.6950 PRoberson@albany.ga.us
4. Bibb County (GA)	2001 – Present GASB OPEB	1,000	Ms. Deborah R. Martin Finance Director Bibb County Finance Office 601 Mulberry Street Room 409 Courthouse Macon, GA 31201 478.621.6310 dmartin@co.bibb.ga.us

TAB 8: CLIENT LIST

System	Work Performed	Total # of Participants	Contact Information
5. Cincinnati Retirement System	2008 – Present GASB OPEB	7,000	Paula Tilsley., Executive Director The Cincinnati Retirement System 801 Plum Street, Room 240 City Hall Cincinnati, OH 45202 513.352.6296 Paula.Tilsley@cincinnati-oh.gov
6. Cobb County (GA)	2007 – Present GASB OPEB	5,000	Mr. Anthony B. Hagler Human Resources Manager 100 Cherokee Street, Suite 350 Marietta, GA 30090-9679 770.528.25464 Tony.Hagler@cobbcounty.org
7. Colorado Public Employees' Retirement Association	2006 – Present GASB OPEB	360,000	Mr. Karl Paulson Manager of Strategic Innovation Public Employees' Retirement Association of Colorado 1301 Pennsylvania Street Denver, CO 80203-2386 303.837.6203 kpaulson@copera.org
8. Connecticut Teachers' Retirement Board	2009 – Present GASB OPEB	100,000 $12 Billion	Ms. Darlene Perez Administrator Connecticut Teachers' Retirement Board 765 Asylum Avenue, 2nd Floor Hartford, CT 06105 860.241.8402 darlene.perez@ct.gov
9. Escambia County (FL)	2009 – Present GASB OPEB	2,500	Ms. Patricia L. Sheldon Administrator for Financial Services Escambia County Clerk of Circuit Court and Comptroller 221 Palafox Place Pensacola, FL 32502 psheldon@escambiaclerk.com
10. The Florida Bar Association	2006 – Present GASB OPEB	1,000	Mr. Allen Martin The Florida Bar 651 E. Jefferson Street Tallahassee, FL 32399 850.561.5617 amartin@flabar.org
11. Georgia Department of Community Health (State Health Benefit Plan)	2003 – Present GASB OPEB	414,000	Ms. Daphanie Keit Manager, SHBP Analysis Unit Georgia Department of Community Health 2 Peachtree Street, NW 34th Floor Atlanta, GA 30303-3159 404.656.3512 dkeit@dch.ga.gov
12. Gwinnett County (GA) Retirement System	2006 – Present GASB OPEB	5,000	Mr. Bill Rodenbeck Pension/Financial Manager 75 Langley Drive Lawrenceville, GA 30045-6900 770.822.7882 bill.rodenbeck@gwinnettcounty.com

TAB 8: CLIENT LIST

System	Work Performed	Total # of Participants	Contact Information
13. Hernando County (FL) School Board	2008 – Present GASB OPEB	3,000	Ms. Denise Coit Hernando County School Board 919 North Broad Street Brooksville, FL 34601 352.797.7004 coit_d@hcsb.k12.fl.us
14. Kentucky Retirement Systems	2006 – Present GASB OPEB and general Health and Group Benefits	200,000	Mr. Bill Theilen Executive Director Kentucky Retirement Systems Perimeter Park West 1260 Louisville Road Frankfort, KY 40601-6124 502.696.8444 bill.thielen@kyret.com
15. Kentucky Teachers	2001 – Present GASB OPEB	108,000	Mr. Gary L. Harbin Executive Secretary Kentucky Teachers' Retirement System 479 Versailles Road Frankfort, KY 40601-3800 502.848.8501 gary.harbin@ky.gov
16. Miami Dade College	2009 – Present GASB OPEB	2,500	Mr. Gregory Knott Associate Vice Provost, Business Affairs Miami Dade College 11011 SW 104 ST., Rm 1130 Miami, Florida, 33176-3393 305.237.0399 gknott@mdc.edu
17. Mississippi State and School Employees Life and Health Insurance Plan	2007 – Present GASB OPEB	150,000	Ms. Teresa Planch State Insurance Administrator Office of Insurance Department of Finance and Administration State of Mississippi P.O. Box 24208 Jackson, MS 39225 601.359.3411 tplanch@dfa.state.ms.us
18. North Carolina Local Governments	2006 – Present GASB OPEB	180,000	Mr. Paul A. Meyer Assistant General Counsel North Carolina Association of County Commissioners Albert Coates Local Gov't Center 215 North Dawson Street Raleigh, NC 27602-1488 919.715.2893 Paul Meyer (pmeyer@nclm.org)

TAB 8: CLIENT LIST

System	Work Performed	Total # of Participants	Contact Information
19. Ohio State Employees Retirement System	2008 – Present GASB OPEB	197,000	Ms. Lisa J. Morris ExecutiveDirector School Employees Retirement System 300 East Broad Street, Suite 100 Columbus, OH 43215 614.222.5829 LMorris@ohsers.org
20. City of Pensacola, FL	2006 – Present GASB OPEB	1,600	Mr. Richard Barker, Jr. Finance Director City of Pensacola P.O. Box 12910 475 East Strong Street Pensacola, FL 32521-0061 850.435.1823 rbarker@ci.pensacola.fl.us
21. County of Ventura, CA	2009 - Present GASB OPEB	1,100	Ms. Patti Dowdy Administrator The County of Ventura 800 South Victoria Ave., #1970 Ventura, CA 93009 805.662.6780 Patti.Dowdy@ventura.org
22. Virginia Retirement System Health Insurance Credit Program	2007 – Present GASB OPEB	490,000	Mr. Robert Schultze, Director Virginia Retirement System 1200 E. Main Street Richmond, VA 23219 804.344.3120 rschultze@vrs.state.va.us

TAB 9: PREVIOUS CONTRACTS WITH CITY OF FT. LAUDERDALE

List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years.

In the past three years we have had an agreement with the City to provide actuarial services.

TAB 10: SUBCONTRACTORS

List any and all subcontractors to be used in the performance of this contract.

We are able to perform all of the services specifically described in the Scope of Services. However, we have worked with subcontractors to provide our clients access to additional expertise. All subcontractors will be involved in the City of Fort Lauderdale account only as needed/requested.

TAB 11: ADDITIONAL ATTACHMENTS

Any additional attachments to your proposal.

N/A.

APPENDIX A – CERTIFICATE OF INSURANCE

The Certificate of Insurance is provided on the following page.

CAVAMAC-01 ANCHANNA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Willis of Alabama, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cavanaugh Macdonald Consulting,LLC 3550 Busbee Parkway Suite 250 Kennesaw, GA 30144	INSURER A : Hartford Casualty Insurance Company	29424
	INSURER B : Twin City Fire Insurance Company	29459
	INSURER C : Hartford Underwriters Insurance Company	30104
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		21SBAZJ0860	12/31/2012	12/31/2013	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			21SBAZJ0860	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (PER ACCIDENT)	$	
								$	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			21SBAZJ0860	12/31/2012	12/31/2013	EACH OCCURRENCE	$	2,000,000
							AGGREGATE	$	2,000,000
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21WECZR4906	12/31/2012	12/31/2013	X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Work Comp FL			21WECZR4906	12/31/2012	12/31/2013	See Attached		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Fort Lauderdale is included as an Additional Insured as respects General Liability when required by written contract or agreement.

Workers Compensation coverage is provided in the following states: CO, GA, NE, SC and FL.

Attached Notice of Cancellation Form #SS12230611 applies to policy #21SBAZJ0860

CERTIFICATE HOLDER

City of Fort Lauderdale
Procurement and Materials Management
100 N. Andrews Ave., Room 619
Ft. Lauderdale, FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: FL Workers Compensation	**WC – Statutory Limits**
CARRIER: Hartford Underwriters Insurance Company	**EL Each Accident $1,000,000**
POLICY TERM: 12/31/2012 – 12/31/2013	**EL Disease – Each Employee $1,000,000**
POLICY NUMBER: 21WECZR4906	**EL Disease – Policy Limit $1,000,000**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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APPENDIX B – COPY OF REGISTRATION TO DO BUSINESS IN THE STATE OF FLORIDA

A copy of our registration to do business in the State of Florida is provided on the following page.

FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

August 3, 2005

CAVANAUGH MACDONALD CONSULTING, LLC
665 MOLLY LANE SUITE 150
WOODSTOCK, GA 30189

Qualification documents for CAVANAUGH MACDONALD CONSULTING, LLC were filed on August 2, 2005, and assigned document number M05000004291. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

This document was electronically received and filed under FAX audit number H05000183939.

A limited liability company annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact thisoffice at the address given below.
Michelle Hodges
Document Specialist
Registration/Foreign Qualification
Division of Corporations Letter Number: 005A00050018