

Professional Services Agreement

BETWEEN THE CITY OF BOYNTON BEACH AND PENSION BENEFIT CONSULTANT

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and **Aon Consulting, Inc**, hereinafter referred to as "Pension Benefit Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION.** The Professional is retained by the City to evaluate the September 30, 2016 Actuarial Valuation, evaluate the plans and benefit structures and any other factors effecting the cost of the Plans, propose a long-term plan to reduce the annual contribution to fund pension liability and develop alternatives that would maintain competitiveness.
2. **SCOPE OF SERVICES.** Professional agrees to perform the services as outlined in RFP No. 015-1210-17/JMA, and Pension Benefit Consultant's proposal, dated **February 7, 2017**, incorporated herein: Price Proposal. "No modifications will be made to the original scope of work without the written approval of the City Manager or her designee.
3. **TIME FOR PERFORMANCE.** Work under this agreement shall commence upon written notice by the City to the Professional to proceed. Professional shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.
4. **TERM:** This Agreement shall be for a period of 12 (Twelve) Months commencing on **May 1**, **2017**. This Agreement may be renewed at the same terms, conditions, and prices, for two (2) subsequent one-year periods subject to Professional's acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City.
5. **PAYMENT.** The Professional shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Professional shall be made promptly on all invoices submitted to the City properly and in accordance with "PRICE PROPOSAL" that vendor submitted with proposal dated February 7, 2017, **Lump Sum of \$35,000 and Additional services hourly rate of \$399.**
 - b. The Professional may submit invoices to the City once per month during the progress of the contract term. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the Professional in the amount approved.
 - c. Final payment of any balance due the Professional of the total price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Professional's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.
6. OWNERSHIP AND USE OF DOCUMENTS. All documents, and other materials produced by the Professional in connection with the services rendered under this Agreement shall be the property of the City.
7. COMPLIANCE WITH LAWS. Professional shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this agreement.
8. INDEMNIFICATION. Professional shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Professional's own employees, or damage to property occasioned by a negligent act, omission or failure of the Professional.
9. INSURANCE. The Professional shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000 per occurrence to 2 million aggregate with defense costs in addition to limits; workers' compensation insurance, and vehicular liability insurance.

Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Professional and the City agree that the Professional is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Professional nor any employee of Professional shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Professional, or any employee of Professional.
11. COVENANT AGAINST CONTINGENT FEES. The Professional warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Professional, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Professional, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **DISCRIMINATION PROHIBITED.** The Professional, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
13. **ASSIGNMENT.** The Professional shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
14. **NON-WAIVER.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
15. **TERMINATION.**
- a. The City reserves the right to terminate this Agreement at any time by giving thirty (30) days written notice to the Professional.
- b. In the event of the death of a member, partner or officer of the Professional, or any of its supervisory personnel assigned to the project, the surviving members of the Professional hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Professional and the City, if the City so chooses.
16. **DISPUTES.** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.
17. **NOTICES.** Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

Notices to Professional shall be sent to the following address:

Mark Meyer, Partner
Aon Hewitt Consulting, Inc.
7650 W Courtney Campbell Causeway
Waterford Plaza
Tampa, FL 33607

18. **INTEGRATED AGREEMENT.** This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Professional and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Professional.

19. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**JUDY PYLE, CITY CLERK
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
PYLEJ@BBFL.US**

DATED this ____ day of _____, 20____.

CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

Professional

Attest/Authenticated:

Title

Judy Pyle, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

James A. Cherof, City Attorney

Secretary