

**REVISED AGREEMENT TO PROVIDE  
PENSION ADMINISTRATIVE SERVICES**

**THIS AGREEMENT** is entered into this   1   day of October 2022, by and between the City of Ocala, a Florida municipal corporation ("City") and the Board of Trustees of the Ocala General Employees Retirement System, the Board of Trustees of the Ocala Fire Fighters' Retirement System, and the Board of Trustees of the Ocala Police Officers' Retirement System (collectively the "Boards").

**WHEREAS:**

- A. The City funds pension plans for its employees through three separate pension plans ("Plans").
- B. Those pension plans are managed by a separate board of trustees for each pension plan.
- C. It is in the best interest of the City and the Boards to have City provide administrative services to the pension plans through City employees.
- D. This agreement outlines and clarifies the responsibilities, terms and conditions concerning the City providing specialized administrative services to the Boards.

**NOW THEREFORE**, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

- 1. **Services.** The City shall employ up to 2 full-time equivalent (FTE) employees as administrative assistants ("Administrative Assistants") to the Boards. The detailed responsibilities of these Administrative Assistants are defined in Attachment A. The Administrative Assistants and the City shall serve as fiduciaries, as that term is defined by Florida Statutes 112.656.
- 2. **Employee wage, benefit and expense reimbursement.** The full cost (100%) of the salary, benefits and expenses of the Administrative Assistants shall be reimbursed to the City by the Boards. The respective Boards' (general, police and fire) shall pay their pro rata share based on the number of each pension plan's participants (active, deferred, and retired) to the total number of participants (active, deferred and retired) for the previous fiscal year as reported by the actuary. The revised calculation will be approved by each Board annually.
- 3. **Supervisory Oversight.** The Boards will have sole authority and exclusive authority for the administration and management of the Plans. The City Manager, or designee, however, will be responsible for the supervisory oversight of Administrative Assistants to the Boards, including but not limited to requests for time off, work time, approvals, etc. The Administrative Assistants will receive indirect supervision from the Chairperson of each of the Boards, subject to the supervisory oversight provided for herein.

4. **Performance appraisal/development plan.** A performance appraisal and development plan for the Administrative Assistants will be jointly prepared by their City supervisors and the chairmen of the three Boards. Areas of professional development and/or performance improvement opportunities identified by the evaluation will be the sole responsibility of the Boards. Each Board will assume their pro rata share of the total travel and training expenses for external formal development programs in accordance with the Travel and Training Policy of the Boards.
5. **Standards of Performance.** The Administrative Assistants shall be proficient in the following skills:
- Accurate and timely calculations of pension estimates.
  - Clear, concise and accurate communications and interpersonal interactions with participants and retirees.
  - Up-to-date knowledge of the Plan Provisions, as well as State, Federal and Municipal laws related to the three Retirement Systems.
  - Accurate and timely maintenance of Investment records.
  - Preparation of all monthly, year-end actuarial reports relative to financial transactions.
  - Prepare account reconciliations.
  - Complete and accurate processing of Pension Payroll and A/P Payments.
  - Maintain knowledge of GASB and legal plan provisions.
  - Staying abreast of decisions made by the Pension Boards
6. **Work Location:** The City will provide the pension employees office space and all necessary business tools and equipment to perform their job functions.
7. **Fee for Services.** The fee for the administrative services for the first year of this Agreement is set forth in Attachment B. The full cost (100%) of the fees shall be reimbursed to the City by the Boards. The respective Boards' (general, police and fire) shall pay their pro rata share based on each pension plan's participation for the previous fiscal year as reported by the actuary. The revised calculation will be approved by each Board annually. Attachment B will be recalculated annually and approved by each Board for the renewal term Salary increases will float with the City and pension employees will receive the same wage increase that is given to general City employees. This will include but not be limited to, bonuses, COLA, Merit and Salary adjustments. Benefits, operating costs, audit fees, and fiduciary liability insurance is based on budgeted costs.
8. **Term:** The term of this Agreement shall commence on October 1, 2022, and shall continue for three years ending on September 30, 2025. This Agreement may be terminated by one or more of the Boards by providing one hundred and eighty (180) days written notice to the City and any other Boards or by the City providing one hundred and eighty (180) days written notice to the Boards. If any Board terminates as provided herein, the City shall be entitled to terminate this Agreement as to the remaining Boards.
9. **Renewal.** This Agreement shall be renewed automatically at the end of the contract period for additional successive three year terms, but may be nonetheless terminated by one or



more of the Boards by providing one hundred and eighty (180) written notice to the City and any other Boards, as applicable, or by the City providing one hundred and eighty (180) days written notice to the Boards. All references herein to the "term" of this Agreement shall include the initial term and any renewal term.

- 10. Relationship of parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Boards in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint venture or a member of a joint enterprise with the Boards, as City is and shall remain an independent contractor by reason of this Agreement. The Board shall have the sole and exclusive authority for the administration and management of the Plans.
- 11. Florida Statute, 768.28 Notice.** Pursuant to Florida Statute, an individual employee or agent may not be held individually liable for negligence. Boards and City agree, however, that should this statute be ruled unconstitutional or void for other legal reasons by a court of competent jurisdiction, that this provision and any other requirements of Florida Statute, that may affect or alter the legal rights of Board or City are null and void.
- 12. Termination.** If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-defaulting party may, at its option, terminate this Agreement by giving written notification thereof to the other party. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.
- 13. Remedies.** If any Event of Default occurs, the parties shall have the right, at their option, to pursue all remedies available at law or equity, including the termination of this Agreement. Notwithstanding the termination of the Agreement, the parties shall remain liable for all claims for damages, costs or attorneys' fees arising prior to such termination.
- 14. Assignment.** This Agreement shall not be assigned by any party without the prior written consent of the other parties.
- 15. Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
- 16. Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
- 17. Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed,

construed, applied and enforced in accordance with the laws of the State of Florida.

- 18. Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
- 19. Rights of Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
- 20. Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 21. No Construction against Drafting Party.** Both parties to this Agreement have contributed to the drafting of this contract and hence it shall not be construed against either party by the courts when attempting to interpret its provisions.
- 22. Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.



- 23. Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
- 24. Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 25. Force Majeure.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.
- 26. Entire Agreement.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 27. Contract Documents.** The contract documents that comprise the entire Agreement between the City and the Boards and are made a part hereof are listed as attachments below. There are no contract documents other than those listed below. This Agreement and the contract documents shall be read and first interpreted in a manner that will harmonize each to the other. If there is a conflict in terms between this Agreement and the contract documents that cannot be harmonized, then the terms of this Agreement should control over the terms of the documents listed below.

**28. Insurance.** The City acknowledges that it has and shall maintain errors and omissions coverage in the amount of one million dollars, fidelity bond in the amount of five hundred thousand dollars, fiduciary liability coverage in the amount of three million dollars, cyber liability coverage in the amount of one million dollars and general liability coverage in the amount of one million dollars. Attached hereto as Attachment "C" is a copy of the City's current certificate of insurance. The City agrees to notify the Trustees, in writing, in the event of any material change in its policy. Notification shall be made to the Trustees within ten (10) days following any such material change. A material change shall include, but not be limited to, a change in the insurance carrier, coverage amounts, covered risks or the termination, cancellation or discontinuance of coverage in whole or in part.

**29. Public Records:** City will comply with public records laws, specifically to:

1. Keep and maintain public records required by the Boards to perform the service.
2. Upon request from the Boards or its public records custodian, provide the Boards 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 this chapter 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 for the duration of the contract term and following completion of the contract if City does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the Boards copies of all public records in possession of City or keep and maintain public records required by the Boards to perform the service. If City keeps and maintains public records upon completion of the contract, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Boards, upon request from Boards or their public records custodian, in a format that is compatible with the information technology systems of Board.

**30. E- Verify:** Section 448.095, Florida Statutes – the City agrees to register with and use the E-Verify system to verify the work authorization status of all employees hired on and after January 1, 2021. Additionally, the City agrees to require any subcontractor to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

**IF BOARDS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**ADMINISTRATOR**



**CITY OF OCALA  
110 SE WATULA AVENUE  
CITY HALL – 3<sup>RD</sup> FLOOR  
OCALA, FL 34471  
TELEPHONE: 352-629-8372  
FACSIMILE: 352-401-6942  
AGAITHER@OCALAFL.ORG**

**SIGNATURES CONTINUED ON FOLLOWING PAGE.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

**ATTEST:**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

**CITY OF OCALA**

By: \_\_\_\_\_  
Ire Bethea Sr.  
City Council President

Approved as to form and legality:

\_\_\_\_\_  
Robert W. Batsel Jr.  
City Attorney

**OCALA GENERAL EMPLOYEES  
RETIREMENT SYSTEM**

By: Will D. Peebles  
Douglas Peebles  
Chairperson, Board of Trustees  
General Employees Retirement System

**OCALA FIRE FIGHTERS'  
RETIREMENT SYSTEM**

By: Robert E. Davis  
Robert E. Davis  
Chairperson, Board of Trustees  
Fire Fighters' Retirement System

**OCALA POLICE OFFICERS'  
RETIREMENT SYSTEM**

By: Mike Sommer  
Mike Sommer  
Chairperson, Board of Trustees  
Police Officers' Retirement System

Attachments(s):

- Attachment A. Statement of Duties and Responsibilities
- Attachment B. Computation of Fee for Services
- Attachment C. Copy of the City's current certificate of insurance.