AGENDA

Gainesville Retirement Plan A Board Meeting
Tuesday, April 11, 2017, 2:00 PM
Administration Building Board Room
300 Henry Ward Way, 3rd Floor
Chairman or Vice Chairman Presides

PRESENTATION(S):

• Introduction: Marsha Petzel, Wells Fargo	David Frazier
• Plan A - Presentation Preview	Tommy Hunt

UPDATES:

• Contract with JP Morgan	Denise Jordan
• GAPPT Training	Denise Jordan

OLD BUSINESS:

• Class Action Lawsuits	David Frazier
• Actuary Agreement	David Frazier

EXECUTIVE SESSION:

• Personnel Matters	David Frazier

REGULAR BUSINESS:

• Executive Session Minutes: February 14, 2017 Meeting	David Frazier
• Retirements	Delores Waithe
• Disbursements	Delores Waithe
• Minutes: February 14, 2017 RPA Meeting	Denise Jordan
• Goals	David Frazier

ADJOURNMENT:

Final: Thursday, April 6, 2017, 3:00 PM

NEXT SCHEDULED MEETING
MAY 9, 2017, 10:00 AM

CITY OF GAINESVILLE

AGENDAREQUEST

Date Submitted: 4/4/2017

Presenter: David Frazier

Item of Business: Introduction: Marsha Petzel, Wells Fargo

Meeting Date: 4/11/2017

Purpose of Request:
The purpose of this request is to introduce Marsha Petzel as the Vice President and Relationship Manager for the RPA Wells Fargo account.

History/Background:
Monique Etheridge served as the Wells Fargo Relationship Manager until November 7, 2016 when she changed positions within the organization. Mary Ann Cummings served in an interim capacity until Ms. Etheridge's replacement was hired.

Facts & Issues for Consideration:
Wells Fargo announced Marsha Petzel as the new Retirement Relationship Manager on March 30, 2017.

Department Recommendation:

Department Director:
David Frazier

If funding is involved, are funds approved within the current budget?
No

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Executive Summary	Presentation

City of Gainesville Employees' Retirement Plan A

Executive Summary

Marsha L. Petzel
Vice President and Relationship Manager

Gainesville, GA
April 11, 2017

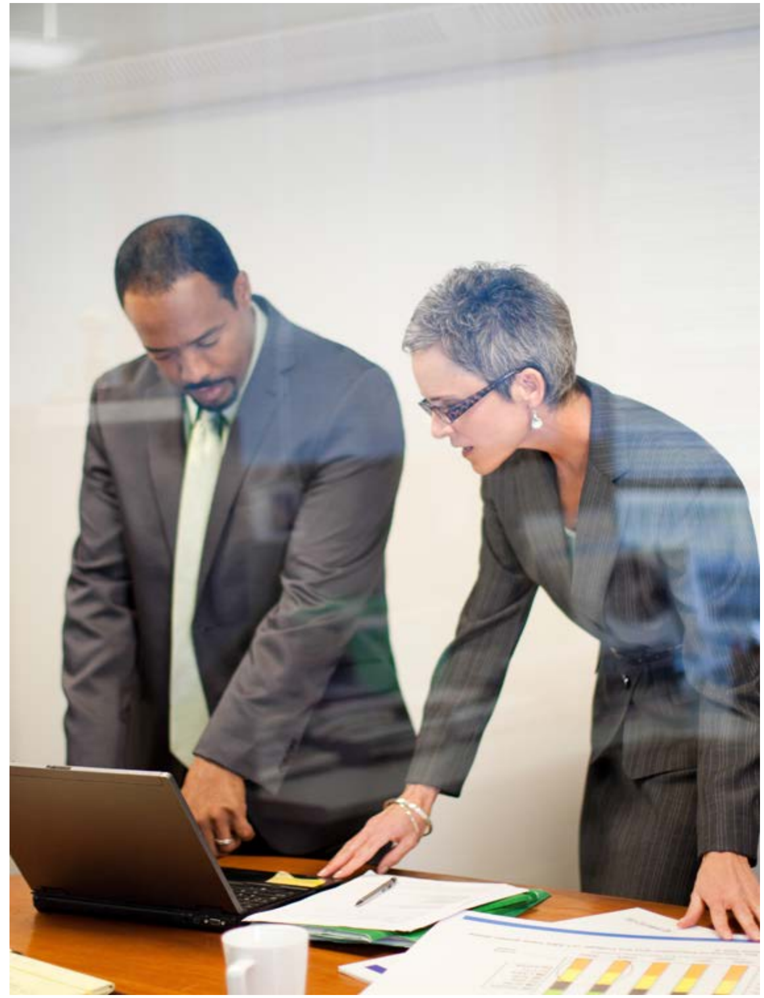
Wells Fargo Service Team for
City of Gainesville Employees' Retirement Plan A

Name and Title	Role on team	Contact information
Marsha Petzel Relationship Manager **Jack Wiltshire** Regional Director	Product and service consultation, design and delivery coordination – your IRT relationship contact	Phone: 678-627-3791 E-mail: marsha.petzel@wellsfargo.com Phone: 704-427-8361 E-mail: jack.wiltshire@wellsfargo.com Fax: 678-627-3782
Carolyn Montgomery Relationship Associate **Rhonda Wilson** Relationship Associate –Backup	Relationship Manager backup and administrative support	Phone: 678-627-3771 Email: carolyn.montgomery@wellsfargo.com Phone: 678-589-4336 Email: rhonda.wilson@wellsfargo.com Fax: 678-627-3782
Landri Campbell Client Service Consultant **Brittnee Rice** Client Service Consultant – Backup	Assigned day-to-day contact for all operational needs, accounting, audit requests, CEO and RPP support and reporting details	Phone: 254-761-6971 Phone: 254-761-6987 Email: **texascsc@wellsfargo.com** Fax: 888-848-5011
Online Support for Commercial Electronic Office® (CEO®)	Technical support for users CEO products (Trust Portfolio Reporting, Trust Information Delivery, Retirement Plan Payments, Securities Lending Reporting and Treasury Management online tools).	Phone: 1-800-289-3557, Option 5, Option 1

Together we'll go far

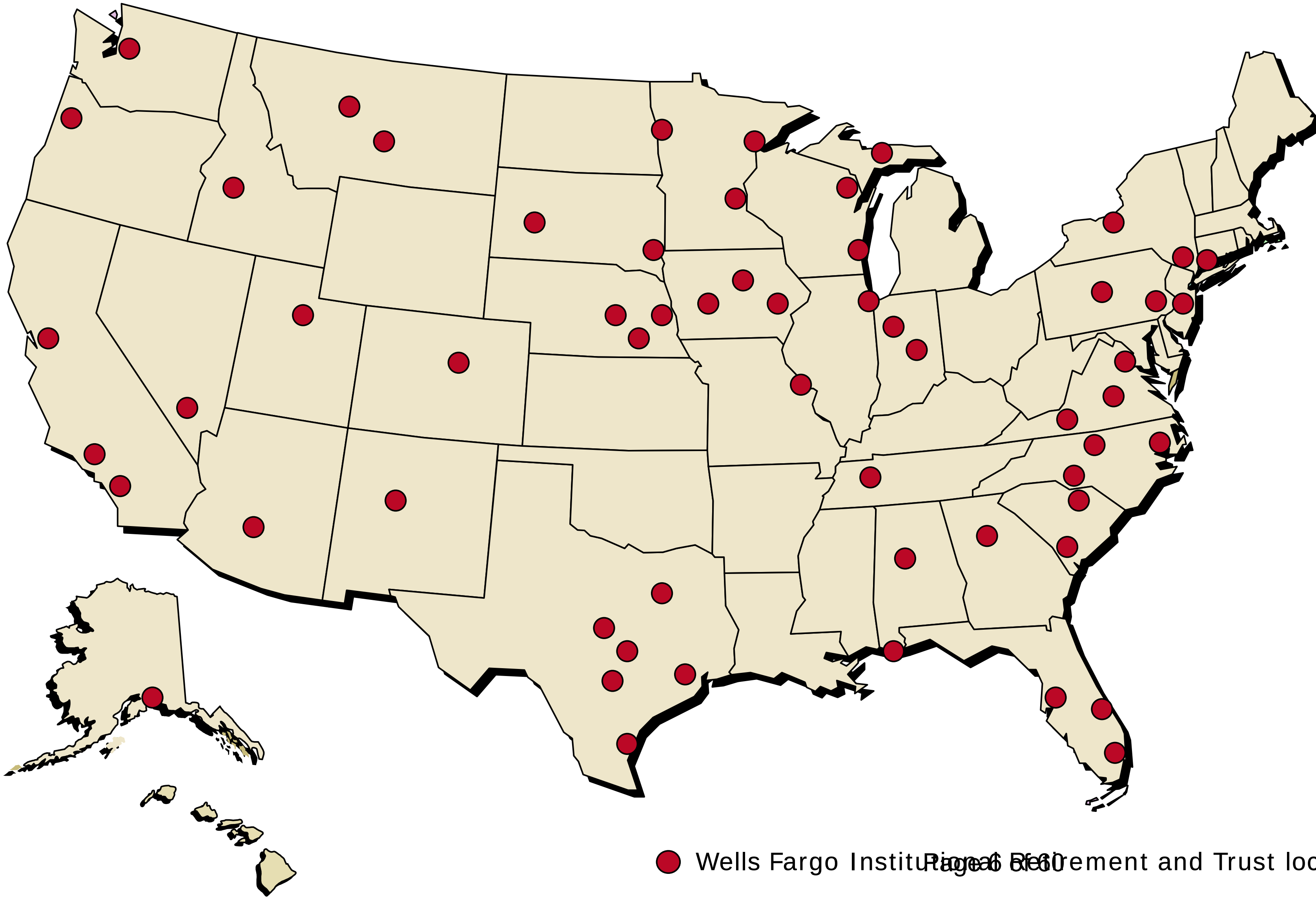
Our role as custodian

- Custodial relationship established in March 2014
- Hold assets in two custody accounts
- Online information via the *CEO* business portal
- Monthly reporting via statements
- Interface with your investment consultant
- Pension payment processing
- Process daily transactions
  - Trade settlements
  - Contribution deposits
  - Fee invoice payments



A national presence

Extensive network provides local, personalized service



● Wells Fargo Institutional Retirement and Trust locations

Institutional Retirement and Trust services

	DC and DB Bundled Administration	Executive Benefit Services	Discretionary Asset Management – OCIO	Trust and Custody Services	Benefits Consulting and Actuarial Services
Quick glance	• More than 5,000 plans • 4 million participants • $336 billion in assets under administration	• #1 Rabbi trust administrator • 120+ Fortune 500 nonqualified plan clients • More than $17 billion in assets under administration	• Nearly 500 clients • $21 billion in assets under management	• More than 3,000 clients • $1.9 trillion in custodial assets across Wells Fargo — $592 billion within Institutional Retirement and Trust • 9.4 million annual pension payments	• More than 1,000 clients • More than 100 benefits consulting professionals, including 36 actuaries
Capabilities	• Recordkeeping • Plan/participant reporting and benchmarking • Plan Health measurement • Participant communications and education • Website, Retirement Service Center, toll-free benefits line • Investment flexibility • Fiduciary support services • Compliance services	• Solely dedicated to nonqualified plans • Change in Control expertise • Discretionary trustee services • Plan design and consulting • Funding strategies • Communications and education	• Discretionary asset management, actuarial consulting and administration • 3(38) investment management services • Customized investment solutions for defined benefit plans, foundations, endowments, tribal nations, and operating assets	• Fiduciary support services • Tax withholding • Trust reporting • *Commercial Electronic Office®* platform • Financial statements • Benefit payments	• Plan design and consulting • Actuarial services • Benefit calculations and modeling • Legal and technical research team

As of 6/30/16

Thank you!

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 3/29/2017

Presenter: Tommy Hunt

Item of Business: Plan A - Presentation Preview

Meeting Date: 4/11/2017

Purpose of Request:
I would like to get input from the board on information included in the employee presentation. This is a Powerpoint that I would like to do a quick run through for the board.

History/Background:
This is in response to a board goal for FY18.

Facts & Issues for Consideration:

Department Recommendation:
We gain input from the Retirement Board regarding the presentation.

Department Director:
David Frazier

If funding is involved, are funds approved within the current budget?
No

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Retirement Board Presentation	Powerpoint Presentation

CITY OF GAINESVILLE RETIREMENT PLAN A

WHAT IS RETIREMENT PLAN A?

Defined Benefit Plan:

- A 'Qualified Retirement Plan' that is designed to provide a specified benefit to all participants upon retirement.
- The employer promises to pay a defined amount to retirees who meet certain eligibility criteria.
- Pension

Defined Contribution Plan:

- plan in which a certain amount or percentage of money is set aside each year by a company for the benefit of each of its employees.
- You are responsible NOT THE EMPLOYER
- 401K, 403B, and 457 are examples

RETIREMENT PLAN A

WHAT ARE THE 2 MAIN QUESTIONS?

1. How much do I get?
2. When can I get it?

Don’t be undereducated or surprised there are too many resources available to be pushed off track.

Plan A1

Everyone who was hired before July 1st 2008

- 3% of average monthly salary for each year of service under the Plan
- Vested after 10 years
- Normal Retirement is 25 years of service or 60 years of age with 5 years of eligible service.
- Eligible for early Retirement after 20 years of service. There is a 2% per year penalty for every year short of your normal retirement age or years of service.
- Max out of 99% of your best 5 consecutive years of Service.

Plan A2: General

Everyone who was hired After July 1st 2008

- 2.5% of average monthly salary for each year of service under the Plan
- Vested after 10 years
- Normal Retirement is 25 years of service and 60 years of age.
- Normal Retirement can also be defined as Age 65 with 10 years of service.
- Eligible for early Retirement after 20 years of service. There is a 5% per year penalty for every year short of your normal retirement age and normal retirement date.
- Max out of 82.5% of your best 5 consecutive years of Service.

Plan A2: Public Safety

Everyone who was hired After July 1st 2008

- 2.5% of average monthly salary for each year of service under the Plan
- Vested after 10 years
- Normal Retirement is 25 years of service and 50 years of age.
- Normal Retirement can also be defined as Age 65 with 10 years of service.
- Eligible for early Retirement after 20 years of service. There is a 5% per year penalty for every year short of your normal retirement age and normal retirement date.
- Max out of 82.5% of your best 5 consecutive years of Service.

STATE OF THE PLAN

- Market Value of $84,648,410, Plan's
- Actuarial Funded Ratio of **64.76%.**

Is a City Pension Enough to Retire On?

You are the only one that can determine that.

THINGS TO CONSIDER BEFORE YOU RETIRE:

- Do not count on an increase in retirement benefits from the City.

- How much is health insurance and other benefits?

- Where do you stand with your personal finances?
  - Can you live off of less or fixed income?

- Last year new Social Security rules were established that will have a significant impact on many future City pensioners.
  - Please check https://www.ssa.gov/ to calculate your retirement benefits

- Costs of Goods and Services - They will trend up over time
  - Inflation is a fixed income killer

How much inflation has impacted $100 over the last 37 years:

1980	**$100**			**2017**	**$314.77**
1981	$112.52	1993	$185.01	2005	$248.11
1982	$122.56	1994	$190.09	2006	$256.58
1983	$127.25	1995	$195.18	2007	$263.10
1984	$132.07	1996	$200.13	2008	$273.84
1985	$137.29	1997	$206.78	2009	$274.09
1986	$142.50	1998	$210.30	2010	$281.55
1987	$144.07	1999	$213.69	2011	$285.76
1988	$150.46	2000	$219.43	2012	$294.23
1989	$157.11	2001	$226.86	2013	$299.35
1990	$164.41	2002	$230.38	2014	$303.84
1991	$174.45	2003	$235.85	2015	$306.14
1992	$179.79	2004	$240.29	2016	$308.38

FAQ'S

- **When I am Vested, can I get the City's contributions to Plan A if I quit?** NO
- **What happens if I get hurt on the Job?**
  - 0-10 years – You are only eligible for City disability benefits if Social Security Disability is not an option.
  - 10-25 years you are eligible for 50% or your eligible retirement benefit. Which ever is higher
  - Exempted from the early retirement reduction.
- **What if I get hurt away from the Job?**
  - Same rules apply except there isn't a 50% guaranteed Benefit.
- **If I die while I am employed, who gets my retirement Benefits?**
  - A Spouse is the only person who can get a pension check. Cash distributions can go to any beneficiary you choose.
  - 1-10 years - your contributions are returned to your beneficiary.
  - 10-25 years - your spouse can receive 50% of your earned benefit until their death.
  - 25+ years - your spouse will get 100%
- **If I get a divorce after I retire, can I change my survivor benefit recipient?** NO
- **Am I required to leave a death benefit?**
  - No and in certain instances Life Insurance is a better option.

FAQ'S

- **If I have questions who do I ask?**
  - Your Board Member should be your local expert. However if there are questions we can't answer, the board has resources that we can turn to for answers.
- **Can I take Money out of the Plan while I am employed by the City?**
  - No not even if you move to a different retirement plan.
- **Can I take a loan out against my Retirement?** NO
- **After I retire can I come back to work for the City?**
  - Yes, not in your old position, or any other Plan A position without termination of current retirement benefits.
  - Criteria for Return:
    - Must wait 6 months before reemployment
    - Cannot accrue any further benefits
    - Must Return to a Part-Time non Plan A Position
- **I have reached my normal retirement date and age. Am I required to Retire?**

QUESTIONS?

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 4/3/2017

Presenter: Denise Jordan

Item of Business: Contract with JP Morgan

Meeting Date: 4/11/2017

Purpose of Request:
The purpose of this agenda item is to provide an update regarding the a $4,000,000 investment with JP Morgan.

History/Background:
Business Resolution 2017-03 was adopted authorizing a contract with JP Morgan to invest $4,000,000 from the Retirement Plan A Trust Fund into the J.P. Morgan Chase Strategic Property Fund.

Facts & Issues for Consideration:
Below is timeline of action taken by the Clerk's Office to finalize the $4 million transaction.

- 3/8/17: JP Morgan provided notice that the contract had been accepted and the City was in the February cue.
- 3/13/17: JP Morgan provided notice to wire $4 million no later than April 5, 2017.
- 3/28/17: Wire instructions and various correspondence was forwarded to the appropriate parties to make the $4 million investment
- 4/3/17: Wells Fargo conducted a call-back to confirm the wire instructions.
- 4/4/17: Wells Fargo confirmed the transaction was completed.
- 4/5/17: JP Morgan confirmed the wire was received in good order.

Department Recommendation:
N/A

Department Director:
David Frazier

If funding is involved, are funds approved within the current budget?
No

Amount Requested:

Source of Funds:
Retirement Plan A Fund

Finance Comments:

Administrative Comments:

CITY OF GAINESVILLE

AGENDAREQUEST

Date Submitted: 4/4/2017

Presenter: Denise Jordan

Item of Business: GAPPT Training

Meeting Date: 4/11/2017

Purpose of Request:
The purpose of this request is to provide a summary from recent training and to advise of upcoming training.

History/Background:

Facts & Issues for Consideration:
GAPPT Trustee School March 20-22, 2017 in Macon, GA

- The basic training attendees were Tommy Hunt, Jeremy Perry and Delores Waithe. All three passed the exam.
- The advance training attendees were Gary Clark and Danny Ingram. Both passed the exam and obtained the Certified Public Pension Trustee (CPPT) designation.
- David Frazier, Matt Hamby and Denise Jordan attended continuing education courses required to retain Certified Public Pension Trustee (CPPT) designation.
- The total cost for training was $4,056.65. A request will be submitted to the Finance Department to refund the City Manager’s Office budget for these expenses.

Future training opportunities

- Annual Conference September 11-14, 2017 in St. Simons, GA
- Trustee School March 19-21, 2018 in Macon, GA
- Annual Conference September 17-20, 2018 in Savannah, GA

Department Recommendation:

Department Director:
David Frazier

If funding is involved, are funds approved within the current budget?
No

Amount Requested:

Source of Funds:
Retirement Plan A Fund

Finance Comments:

Administrative Comments:

CITY OF GAINESVILLE

AGENDAREQUEST

Date Submitted: 4/4/2017

Presenter: David Frazier

Item of Business: Class Action Lawsuits

Meeting Date: 4/11/2017

Purpose of Request:
To provide an update on previous discussion regarding class action lawsuits and how they would be handled by our Custodian.

History/Background:
The Board has previously discussed how class action lawsuits involving investments held in the past by our previous Custodian could be handled. The question has been submitted to Wells Fargo.

Facts & Issues for Consideration:
Consider the response from Wells Fargo on this issue and determine how to proceed in the future.

Department Recommendation:
Determine a future course for the monitoring and processing of these class action issues.

Department Director:
David Frazier

If funding is involved, are funds approved within the current budget?
No

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

CITY OF GAINESVILLE

AGENDAREQUEST

Date Submitted: 4/4/2017

Presenter: David Frazier

Item of Business: Actuary Agreement

Meeting Date: 4/11/2017

Purpose of Request:
To consider the renewal of the agreement with the Actuary

History/Background:
We are presently are in a contract with Segal for actuarial services. This agreement expires in June, 2017.

Facts & Issues for Consideration:
The Board needs to consider renewal of this agreement or provide direction for other options.

Department Recommendation:
Determine if the Board wishes to request and review an agreement that extends our relationship with Segal.

Department Director:
David Frazier

If funding is involved, are funds approved within the current budget?
Yes

Amount Requested:
Open pending receipt of a proposal

Source of Funds:
Plan A Trust

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Segal Contract	Backup Material
Segal Contract Attachment	Backup Material

CONSULTING AGREEMENT

This Agreement between The Segal Company ("Segal"), 2018 Powers Ferry Road, Suite 850, Atlanta, Georgia 30339, a national corporation and The City of Gainesville, Georgia (the "City"), 300 Henry Ward Way, Gainesville, Georgia 30501, is entered into as of July 1, 2007.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. DESCRIPTION OF SERVICES

Segal shall provide to the City the services described in the "City of Gainesville, Georgia Request for Proposal for Actuarial Services" dated June 6, 2007. The Proposal is annexed hereto as Exhibit "A" and shall be incorporated by reference as if fully set forth herein.

2. CHANGES IN SCOPE OF SERVICES

Any work requested by the City that is not included in Exhibit A or any revisions of work requested by the City shall be subject to a written agreement. Prior to performing any services not contemplated in the Proposal, the parties must reach agreement on the terms of the change(s) and signify their agreement in writing. Any such accepted change shall be attached hereto as an Exhibit to this Agreement.

From time to time, the City may request or Segal may propose in writing future services. If such proposal is accepted by the parties, then such additional services will be governed by the terms and conditions of this Agreement and any such proposal shall be attached hereto as an Exhibit to this Agreement.

3. RESPONSIBILITY OF CITY

A. Data Request The annual actuarial valuation report, any required government filings and any required present value calculations and other reports or analyses of benefit and compensation programs require extensive data from the City. Segal will prepare a detailed data request outlining what is necessary to perform these services. Segal will also request the financial data required and any other data or information needed to complete its analysis, including a copy of the up-to-date plan provisions and any plan amendments. Data will be requested in a computer format compatible with Segal's computer system and year 2000 compliant (that is, appears in a four-digit year representation, for example 2004, instead of '04).

Upon receipt of the data, Segal will examine it for missing information and internal consistency. There may be additional fees based on hourly time charge rates to convert data not presented in the format requested and for the additional processing time required to reconcile data that contains errors, duplicate records or missing information.

B. Timely Provision of Information. City will assure that its other professionals and vendors cooperate with Segal and provide the information requested or needed by Segal on a timely basis.

4. PAYMENT TERMS

A. Basic Annual Services. Segal's annual fee for providing the basic services described in Exhibit A will be as shown below, unless agreed to otherwise. Travel is included for up to two (2) meetings or trips annually. Additional meetings or trips will be billed at cost to the City.

Item	Year 1	Year 2	Year 3	Year 4	Year 5
Annual City Valuation	$22,500	$23,750	$24,500	$25,250	$26,000
Employee Benefit Statements	$5,000	$5,150	$5,300	$5,450	$5,600

Routine expenses such as photocopying, telephone calls, facsimiles, mailing costs, and secretarial and word processing services are included in our fees. Unusual or unexpected expenses for the basic services will be discussed with the City and may be billed separately, upon written approval of the City.

In the event Segal is required to spend significantly more time than anticipated because of circumstances beyond its control, Segal will inform the City and bill separately for those services, upon written approval by the City.

If this Agreement is terminated or authorized services or projects are suspended, Segal will be reimbursed for all agreed to time charges incurred to the date of termination or suspension, up to a maximum of the fee and travel expenses, incurred up to that date.

B Supplemental and Specialized Consulting Services. Fees for Specialized Consulting Services and Supplemental Services generally will be charged on a time charge basis or, in some instances, may be charged on a project basis, upon written approval by the City. Segal will provide an estimate of such charges before the work is commenced. The time charges shall be based on Segal's time charge rates unless otherwise agreed to. Supplemental and Specialized Consulting Service charges will be billed monthly unless agreed to otherwise. Below are the current hourly rates for supplemental services. These are adjusted annually.

Professional Level	Hourly Rate
Principal/National Director/Lead Actuary	$465
Actuary/Senior Consultant/Technical Specialist	$415
Actuarial Associate/Consultant/Specialist	$340
Actuarial Assistant/Senior Analyst	$315
Analyst	$270
Assistant	$250

5. NON-APPROPRIATION

Funding for this Agreement between the City and Segal is dependent at all times upon the appropriation of funds by the organization authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated effective the last day for which appropriated funding is available.

6. TERM OF AGREEMENT

This Agreement will be for a period of five (5) years from July 1, 2012 to June 30, 2017.

Upon mutual agreement of the parties, this Agreement may be extended for two additional one (1) year periods.

7. TERMINATION OF AGREEMENT

Either party may terminate this Agreement on thirty (30) days written notice to the other party. Segal will continue to provide services hereunder to the effective date of any such termination and will cooperate with the City to provide for an orderly transition of the Services to the City at the time of any such termination. Notwithstanding the foregoing, in the event that the City is not current in the payment of Segal's invoices at the time that such notice is given, then Segal may choose not to provide Services during the aforementioned thirty (30) day period. Segal will render final billing to the City after the date of any such termination, and the City will pay the same in accordance with Section 3.

8. PROFESSIONAL STANDARDS

All Services will be performed by competent personnel with the care, skill, prudence and diligence under the circumstances that a prudent consultant would use in discharging its services and in accordance with applicable professional standards. If any element of the Services does not conform to the foregoing, Segal will re-perform such element in a manner that does conform, except that if such re-performance is impracticable, Segal will refund the fees allocable to such nonconforming element.

9. CONFIDENTIALITY

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving party and not to make any internal use of such material not required or permitted under this Agreement. Neither party will disclose the information to any third party without prior written authorization from the disclosing party. The information received by a receiving party will only be used by those of its employees, agents and consultants whose duties justify the need for access to the information provided and who have agreed to abide by the obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate its confidential nature. These obligations will not apply to any of the information which:

i) Was known to the receiving party prior to receipt under this Agreement as demonstrated by the receiving party's records; or

ii) Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or

iii) Is disclosed to the receiving party without restrictions on disclosure by a third party having the legal right to disclose the same; or

iv) Is disclosed to a third party by the disclosing party without an obligation of confidentiality, unless such information must be retained by that party for that party to fulfill its legal or agreement obligations under this Agreement; or

v) Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or

vi) The receiving party is obligated to produce as required by law, lawfully issued subpoena, or court order, provided that the disclosing party has been given notice thereof and if there is sufficient time, an opportunity to waive its rights to seek a protective order or other appropriate remedy.

vii) This Agreement shall be subject to The Open Records Act of the State of Georgia, O.C.G.A. §50-18-70, et seq.

To the extent that particular information is subject to specific statutory confidentiality requirements, the requirements of such statute, rather than this section, shall be controlling.

10. INDEPENDENT CONTRACTOR

Segal is an independent contractor. No provision of this Agreement or act of the parties hereunder pursuant to this Agreement will be construed to express or imply a joint venture, partnership, or relationship other than vendor and purchaser of the services. No employee or representative of Segal will at any time be deemed to be under the control or authority of the City, or under the joint control of both parties. Segal is liable for all workers' compensation premiums and liability, and federal, state and local withholding taxes or charges with respect to its employees.

11. SUBCONTRACTORS

Any subcontractors to be utilized on this project will be subject to the City's approval.

12. NO ASSIGNMENT

This agreement may not be assigned by either of the parties without the written consent of the other party.

13. FORCE MAJEURE

Segal will not be liable for any delay in performance or inability to perform due to force majeure, including without limitation any acts of God, acts or omissions of the City, major equipment failures, fluctuations or non-availability of electrical power or telecommunications equipment, or other conditions beyond the control of Segal. If Segal's performance is delayed by force majeure, Segal will discuss the situation with the City and agree upon an extended period for performance. If an event of force majeure continues for more than thirty (30) days, either party may, at its option, terminate this Agreement and any Statements of Work thereunder. Segal will render a final billing to the City after the date of any such termination, and City will pay the same in accordance with Section 3.

14. THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties to the Agreement and does not confer any rights or privileges upon any third parties.

15. DISPUTE RESOLUTION

Notice. In the event that either party believes that the other party has not complied with its obligations hereunder, such party shall send written notice of such non-compliance to the other party. In the event that such other party does not cure such non-compliance within thirty (30) days of the date of such notice, then the party sending notice may avail itself of the terms of Section 7A above.

16. CONFLICT OF INTEREST

Segal hereby affirms that there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a Conflict of Interest. A Conflict of Interest means that because of other activities or relationships with other persons, Segal or its subcontractor is unable or potentially unable to render impartial assistance or advice to the City, or Segal's objectivity in performing the agreement work is or might be otherwise impaired.

If an actual or potential Conflict of Interest arises subsequent to the date of this agreement, Segal shall make a full disclosure in writing to the City of all relevant facts and circumstances. This disclosure shall include a description of actions that Segal has taken and proposes to take to avoid, mitigate, or neutralize the action or potential conflict of interest. Segal will continue performance of work under the agreement until notified by the City of any contrary action to be taken.

17. NON-DISCRIMINATION

Segal agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth the substance of this clause.

18. AUDIT OF SEGAL'S FEES

Upon reasonable notice and during normal business hours, the City reserves the right to audit or cause to be audited Segal's books and accounts with respect to fees and expenses under this Agreement at any time during the term of this Agreement and for three years thereafter except for confidential or proprietary information or trade secrets of Segal or any third party.

19. NOTICES

All notices, claims, and approvals given under this Agreement must be in writing and delivered in person, by first class or express mail or facsimile addressed a set forth below or such other address that a party gives by notice. Notice given in accordance with this subsection will be deemed given when received.

A.	If to the City:	Mr. Kip Padgett City Manager City of Gainesville 300 Henry Ward Way Gainesville, Georgia 30501
B.	Copy to:	James E. Palmour, III City Attorney 300 Henry Ward Way Gainesville, Georgia 30501 Denise Jordan, Retirement Plan A City of Gainesville 300 Henry Ward Way Gainesville, Georgia 30501
C.	If to Segal:	Leon F. Joyner, Jr. Vice President and Actuary The Segal Company 2018 Powers Ferry Road, Suite 850 Atlanta, Georgia 30339
D.	Copy to:	General Counsel The Segal Company One Park Avenue New York, NY 10016

20. AMENDMENT OR MODIFICATION

No amendment or modification of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereunder.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and it supersedes all prior oral or written agreements, commitments or understandings with respect to such matters.

22. SEVERABILITY

The invalidity, in whole or part, of any provision of this Agreement will not affect the remainder of that provision or this Agreement

23. WAIVER OF DEFAULT

Waiver by a party of any default by the other will not be deemed a waiver of any other default irrespective of whether such default is similar.

24. CONSTRUCTION OF LAWS AND JURISDICTION OF COURTS

This Agreement will be governed in all respects by the laws of Georgia, without regard to any conflicts of law principle, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. This Agreement shall be deemed and executed in Gainesville, Georgia and shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflicts of laws provisions. Segal hereby submits to the jurisdiction of the Superior Court of Hall County, Georgia and will obtain and maintain an agent for service of process in the State of Georgia.

24. DULY AUTHORIZED SIGNATURES

For the City:

The undersigned, David Frazier, is acting Board Chairman of the City of Gainesville Retirement Plan A and as such has been duly authorized by the City to sign this Agreement on behalf thereof.

For Segal:

The undersigned Leon F. Joyner, Jr. is Vice President and Actuary of Segal and as such is duly authorized to sign this agreement in behalf thereof, thereby binding Segal to the provisions of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date hereinabove set forth.

The City of Gainesville

5-9-12
Date

By:

Denise O. Jordan
Witness:

THE SEGAL COMPANY, INC.

4-23-2012
Date

By:

Witness:

7594970v1/10417.001

City of Gainesville

REQUEST FOR PROPOSAL FOR ACTUARIAL SERVICES (Two Components)

I. PURPOSE OF REQUEST

The City of Gainesville (City) is seeking proposals from qualified actuarial consulting firms interested in providing a range of actuarial services while functioning as actuarial advisor to the City and the Board of Directors for the City's Retirement Plan A. Additionally, the City is inviting proposals for the purpose of selecting an actuary firm to assist the City in the valuation of other post employment benefits (OPEB) as defined in Statement 45 of the Government Accounting Standards Board. While the selection of one firm to provide all needed services is preferred, proposals may be submitted for only one service if desired.

The City's qualification requirements and service needs are outlined in the following Request for Proposal (RFP). As used in this RFP document, the term "proposal" shall refer to the total package of price, service and other information requested by the City and submitted by an actuarial consulting firm. As explained in this document, the award of the City's actuarial services will be based on the proposal judged to be most favorable to the City's interests based upon both cost consideration and the ability to effectively meet the City's needs. The City, in its discretion may award this contract to a single firm for both components of this Solicitation, or to separate firms, based upon the approach that best meets the objectives of the City.

II. TIME SCHEDULE

The City will attempt to follow this timetable, which should result in the execution of a contract effective July 1, 2007.

Issue RFP	May 7, 2007
Deadline to Submit Questions	May 21, 2007
Written Response to Questions	May 23, 2007
Proposal Due Date	June 6, 2007
Finalist Interviews	June 18, 19, and 20, 2007
Recommendation to Council	June 28, 2007
Council Approval and Contract Award	July 3, 2007

III. INSTRUCTIONS TO PROPOSERS

A. This RFP has been developed in order to provide adequate information for actuarial firms to prepare definitive proposals and to permit the City to fully consider the various factors that may affect its decision. If, however, additional information is needed, questions regarding specific items in the RFP should be submitted by email by May 21, 2007 to actuaryrfp@gainesville.org.

Written answers for all questions submitted will be emailed by May 23, 2007 to all solicited firms.

B. The City of Gainesville Purchasing Department, on behalf of City, shall receive sealed proposals bearing on the outside the name and address of the proposer and the words "City of Gainesville Actuarial Services Proposal".

C. The proposal must be signed in the name of the proposer and must bear the handwritten signature of the person(s) duly authorized to sign the proposal. The name(s), office address and office telephone number(s) of the authorized contact person(s) must also be clearly identified.

D. Nine (9) copies of the RFP, to include one bearing the original signatures of the proposer, must be submitted to the following location no later than 4:00 pm on June 6, 2007. It is the sole responsibility of the bidder to ensure that the proposal arrives on time at the designated place.

City of Gainesville
Attn: Purchasing Office

Special Delivery:
300 Henry Ward Way, Room 103
City/County Administration Building
Gainesville, Georgia 30501

US Postal Delivery:
Post Office Box 2496
Gainesville, Georgia 30503

E. No emailed, faxed or telephone proposals will be accepted. Late proposals shall be returned unopened.

F. Proposals will not be given consideration unless submitted in the form and content outlined in sections "Instructions to Proposers" and "Required Information". **Proposals not submitted as required will be rejected unread**.

G. Responders may propose additional tasks or activities if they will substantially improve service delivery; however, those recommendations must be submitted on a separate sheet entitled "Additional Service Recommendations" and should not be included in the initial cost estimate.

H. Proposals should be prepared simply and economically, providing a straight-forward, concise description of provider capabilities to satisfy requirements of the request. Emphasis should be on completeness and clarity of content.

IV. ABOUT THE CITY

A. General Information

The City of Gainesville is located in the Northeastern area of Georgia in Hall County, about 50 miles northeast of Atlanta. The City provides a full range of governmental services, including public safety, health and social services, recreational programs and economic development as well as water and sewer service, the operation of an airport, and a convention center. The City is governed by an elected five-member council.

B. Pension Plans

The City contributes and participates in two defined benefit pension plans: a single-employer plan (Pension Plan A) and an agent multiple-employer plan (Pension Plan B). Each plan's assets may be used only for the payment of benefits to the members of that plan, in accordance with the terms of the plan.

Plan Participants (as of June 30, 2006)

	Plan A	Plan B
Retirees and beneficiaries currently receiving benefits	155	36
Terminated vested participants entitled to but not yet receiving benefits	2	18
Active participants	466	142
Total number of participants	623	196

Pension Plan A

The City of Gainesville Retirement Plan A was established February 24, 1941 and was restated July 1, 1994. The Plan was established by the City to provide retirement benefits to substantially all full-time civil service employees. This plan was established in accordance with the City Charter and State statutes. Pension Plan A provides pension benefits, death and disability benefits. Employees are eligible for normal retirement upon completion of twenty-five years of service or age 60 with at least five years of service. The normal retirement benefit payable for life is 3.0% of the average monthly salary for the highest consecutive five years of service multiplied by the years of service, not to exceed thirty-three years. Benefits vest after ten years of service. An early retirement option is available upon completion of twenty years of service. However, benefits are reduced by 2% for each year the commencement date precedes the normal retirement date. Disability retirement is provided after twelve months of plan participation at the participant's accrued benefit or 50% of their highest average sixty-month salary, whichever is greater. Employees who leave employment prior to vesting are provided a 100% employee contribution, lump sum distribution of funds.

Participants of the Plan are covered under a Section 218 agreement with the Social Security Administration and are Social Security exempt. Participants hired on or after March 31, 1986 participate in the Medicare program while participants hired prior to March 31, 1986 are Medicare exempt.

The Plan is funded by City and participant contributions. The contribution requirements of plan members and the City are established by plan policy and may be amended under requirements by City Council. Currently plan members are required to contribute 13.2% of annual salary, and the City is required to contribute a matching amount of 13.2% of annual covered payroll. Costs of administering the plan are financed through contributions and earnings.

Under the authority of the Gainesville City Council, a seven-member Board of Directors holds responsibility for the general administration and proper operation of the plan. Three ex-officio members, comprised of the City Manager, Chief Financial Services Officer and Director of Human Resources or their designees, provide advisement to the Board.

For additional information about Pension Plan A, its financing and benefit structure, please refer to Attachment "B", Report on an Actuarial Valuation of the City of Gainesville Georgia Retirement Plan A, and Attachment "C", Retirement Plan A Plan Document.

Pension Plan B

Pension Plan B is the Georgia Municipal Employees Benefit System Retirement Fund (GMEBSRF), an agent multiple-employer plan that acts as a common investment and administrative agent for municipalities in the State. The plan is administered by the Georgia Municipal Association (GMA) and provides pension benefits, death and disability benefits, which were established and may be amended by City Council Ordinance and change of contract with GMA. The City elected to participate in Plan B as of July 1, 1994 as the result of City Ordinance and a contract between the City and the GMEBSRF. Regular full-time employees who are non-civil service and who are not eligible to participate in any other retirement program of the City may participate in Plan B when they have completed one year of service. Pension Plan B employees also participate in Social Security. Employees vest in the plan after ten years of full-time service with the City.

The contribution requirements of the City are established and may be amended by City Council. Plan members are not allowed to make contributions to this plan. The City is required to contribute at an actuarially determined rate. The City Council provides for the benefits and funding policy through a City ordinance and maintains the authority to change the policy. Costs of administering the plan are financed through contributions and earnings.

C. Post Employment Benefits other than Retirement

In addition to providing pension benefits, the City offers medical, dental, and life insurance benefits for retired employees. The City is fully insured, and the retiree is responsible for full payment of the premium cost, with one exception. The City pays 50% of the retiree's single-coverage medical premium at the HMO level. Substantially all of the City's employees may become eligible for those benefits if they reach normal retirement age while working for the City. Benefits offered are the same for participants of both Plan A and Plan B retirement.

As of June 30, 2006 there were 160 retirees eligible for and receiving health care benefits through the City. For fiscal year 2006, the cost of providing these benefits totaled $626,868. Offsetting revenues of $419,794 were recognized at the time retiree premiums were received.

The City's share of retiree health care is recognized as an expenditure on a pay-as-you-go basis as premiums are paid. As defined by GASB Statement 45, beginning in fiscal year ending June 30, 2008, the City will be required to determine various OPEB liabilities and costs. The selected Actuary will assist the City in determining the actuarial accrued liability and the annual required contribution for the OPEB's offered to its retirees.

Retirees are included in the City's insurance group for both health and dental coverage. Both the active employees and the retirees are included in the rating process by the City's insurance providers. There will be a need to calculate the implicit rate subsidy that appears to exist.

V. REQUIRED INFORMATION

The following information should be provided and referenced by item number on a separate sheet entitled "Required Information".

If a service requirement cannot be met or is expected to differ in scope, those differences must be highlighted by the proposer with a detailed description of the rationale behind the differences and any proposed alternative solution. Acceptability of alternatives will be solely at the City's discretion. The City reserves the right to reject the proposer's entire proposal due to a deficiency in any of the required services. However, if the primary proposal response is acceptable to the City (i.e., mitigating comments on such proposal item deemed acceptable) the proposal will be considered and evaluated.

General Information

1. Describe the firm's organization and size (local, regional, national or international) in relation to providing Actuarial Services.

2. State the location of the office from which this engagement will be serviced and the range of activities performed at that office.

3. Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the City. Identify the staff person who will serve as manager and primary contact for the City. Education, position in the firm and years of experience are key factors to be considered.

4. Provide firm's two most recently audited annual financial statements.

5. Provide a copy of the firm's professional liability insurance policy.

6. Indicate if there are any pending legal actions against the firm.

7. Provide a sample of all contract documents which will be utilized by the firm for the City account. The consulting actuary selected to provide this service will be asked to provide a contract in electronic format (Word Document) allowing the City to easily edit the document based upon agreed upon negotiations.

8. Provide a general description of the firm's experience with particular emphasis on work performed for other local governments.

9. Provide a detailed annual cost projection and proposed work plan. Include a schedule of costs by specified tasks as identified in the "Scope of Services". If proposal includes both pension actuarial services and OPEB actuarial services, please indicate if a higher cost will be charged if only one service is awarded.

Costs not included in the "Scope of Services", but which the firm proposes to charge, must be individually itemized and thoroughly explained. There will be no additional reimbursements for travel, communicating costs or other expenses incidental to the contract. Proposer must indicate hourly rates of compensation for any additional services which may be requested by the City outside the "Scope of Services" of this RFP. Funding for any additional contract services beyond this "Scope of Services" will require advanced approval from the City.

This section must identify the major tasks to be accomplished within specific time frames as outlined in the "Scope of Services" along with turn-around times for each project.

10. Proposals must include Schedule A, "Checklist and Certification" and must be executed by an official of the firm in a position to commit the firm to provide the services in accordance with these terms and conditions.

11. Discuss any special conditions, other fees, other services, or deviations from the bid specifications.

12. Discuss how your firm assures that your actuaries and other staff members are aware and educated on new developments or changes in Federal and State law and Tax or other regulations. Also discuss how your firm communicates upcoming changes to keep clients informed of possible action needed.

<u>Pension Actuarial Valuation</u>

1. Provide a sample pension actuarial valuation report prepared by the firm.

2. Provide a description of the firm's experience with particular emphasis on work performed for other public employee retirement systems. At a minimum, this description should include a list of public employee retirement systems for which the firm currently provides actuarial services. Each reference must include the system name, contract time period, scope of services performed, approximate number of plan participants and the number of years the firm has been retained. For three retirement systems, comparable in membership size to the City, the reference must include the name, address, and the current telephone number of the client's contract administrator or senior official who is familiar with the firm's performance and may be contacted by the City during the evaluation process.

3. Provide a certification statement that consulting actuary is completely familiar with the State of Georgia's retirement funding requirements.

4. Provide a certification statement that consulting actuary is completely familiar with Governmental Accounting Standards Board (GASB) Financial Statement requirements for retirement plans.

5. Provide specific format and software requirements for submission of annual census data.

6. Discuss software tools utilized for calculating actuarial valuation and describe specific format and data which can be provided electronically to City.

<u>OPEB Actuarial Valuation</u>

1. Provide a sample OPEB actuarial valuation report prepared by the firm.

2. Provide a description of the firm's experience with particular emphasis on work performed for other local governments in regard to valuation of other post employment benefits. At a minimum, this description should include a list of public employers for which the firm currently provides OPEB actuarial services. Each reference must include the government name, contract time period, scope of services performed, and the approximate number of plan participants. For three references, comparable in membership size to City, include the name, address, and the current telephone number of the client's contract administrator or senior official who is familiar with the firm's performance and may be contacted by City during the evaluation process.

3. Provide a certification statement that consulting actuary is completely familiar with Georgia law as it relates to the establishment and administration of trust funds for funding OPEB liabilities.

4. Provide a certification statement that consulting actuary is completely familiar with Governmental Accounting Standards Board (GASB) requirements for OPEB valuations and financial statement presentation.

5. Provide specific format and software requirements for submission of annual census data.

6. Discuss software tools utilized for calculating actuarial valuation and describe specific format and data which can be provided electronically to City.

VI. SCOPE OF SERVICES

A. General Services

1. Provide general actuarial services to the City of Gainesville on an as-needed basis for special projects or other general consulting.

B. Retirement Plan A Actuarial Services

1. Preparation of an annual actuarial valuation based on information prepared by the City staff. Such valuation shall provide all financial and statistical information as may be now, or hereafter be required, to prepare financial statements under generally accepted accounting principles, and any statutory or regulatory requirements for reporting to State and Federal agencies, as is now or may hereafter be enacted or adopted. Valuation must be completed by November 1st of each contract year and includes:

- Employee Record Keeping
- Reconciliation of Data with Prior Valuation
- Recommendation of Actuarial Assumptions
- Asset Reconciliation
- Determination of Contributions
- GASB 25 Disclosure
- GASB 27 Disclosure
- Valuation Report

- On-site meeting with City Board to present valuation and any recommended changes
- On-site meeting with City Council at a work session to present valuation

2. Recommended changes provided by the firm to the City at each fiscal year end should include topics such as suggested strategies for the improvement of plan benefits, performance and funding costs.

3. Preparation of individual benefit statements for all plan participants by November 1st of each contract year.

4. Provide actuarial consultation and advisory services that may include, but not be limited to; technical, policy, legal or administrative problems arising during the course of operation of the Plan. The consulting actuary should be readily accessible to City by telephone within one working day and must have the ability to discuss actuarial theory and other matters in laymen's terms.

5. Provide the services of an approved actuary who is regularly engaged in the provision of actuarial services and has substantial prior experience in providing actuarial services to a public employee retirement system. The City reserves the right to reject the firm's choice of a consulting actuary and may terminate the contract if a consulting actuary, acceptable to the City, cannot be made available by the firm.

6. Keep the City informed of any new developments or changes in Federal, State, Tax or other regulations regarding financing, benefits, vesting, fiduciary responsibility or disclosure. The consulting actuary should assist City in developing strategies for resolving any policy or administrative problems associated with interpreting and/or implementing law/regulation changes governing the Plan.

7. Provide immediate notification to City of any change in personnel assigned to the project.

C. Other Post Employment Benefits

1. Assist the City with implementation of GASB Statement 45, including identification of benefits covered by the GASB standard.

2. Determine the implicit rate subsidy and the impact it has on the OBEP liability.

3. Work with the City to determine the proper actuarial cost method, actuarial asset valuation method, amortization method and key assumptions to the valuation based on relevant accounting and actuarial standards.

4. Prepare an actuarial valuation as of July 1, 2007, following GASB 43 and 45 standards to include the following information:

- Actuarial present value of total projected benefits
- Actuarial accrued liability
- Actuarial value of assets
- Unfunded actuarial accrued liability
- Normal cost
- Annual required contribution of the employer – as a level dollar amount and as a level percentage of covered payroll
- Net OPEB obligation

5. Prepare the necessary material for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements.

6. The City intends to meet the minimum frequency requirements for the OPEB valuation. Provide guidance and information on how changes would be handled in "off" years.

7. Prepare an analysis to determine how establishing a trust would affect the interest rate assumption.

8. Provide recommendations on managing the OPEB liability, including changes in plan design.

9. Make recommendations as to the development of a formalized plan(s). Once Plan(s) are documented, review and update on a biannual basis.

10. Attend one on-site meeting with City management to present valuation and recommendations and attend one on-site meeting with City Council at a work session to present valuation.

VII. EVALUATION CRITERIA

The evaluation process is structured to secure a compatible, highly skilled firm that would be most effective in delivering quality actuarial services. The primary objective of the evaluation process is to select a firm that:

- clearly demonstrates a thorough understanding of the contract responsibilities;
- presents an effective work plan that yields desired contract services;
- proposes highly skilled and experienced personnel to perform contract duties;
- maintains an untarnished reputation for providing quality service delivery to other public employers; and
- is financially affordable.

At any time during the evaluation process the responder may be requested to provide explicit written clarification of any part of the proposal. After an initial review of the proposals, a select number of firms will be asked to visit the City and make oral presentations to supplement their proposals. The City will make every reasonable attempt to schedule each presentation at a time that is agreeable to the vendor; however, finalist interviews will be limited to three days, June 18, 19, and 20. Failure of a firm to conduct a presentation to the City on the date scheduled may result in rejection of the proposal.

Upon completion of the evaluation process, if a contract is awarded, the award will be made to the firm whose proposal is deemed most beneficial to the City. The firm with the most beneficial proposal does not have to be the firm with the lowest price quote. The City will notify unsuccessful firms in writing that their firms have not been selected to provide services.

VIII. TERMS AND CONDITIONS

1. The City reserves the right to reject any and all proposals and to waive minor irregularities in any proposal.

2. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.

3. The City reserves the right to remove one or more of the services from consideration for this contract engagement should the evaluation show that it is in the City's best interest to do so. The City may, at its discretion, issue a separate contract for any service included in this RFP. Furthermore, the City may negotiate additional provisions to the contract awarded under this RFP, or cancel this solicitation for proposals, if it is considered to be in the City's best interest.

4. The City reserves the right to cancel all or parts of any contract awarded at any time for nonperformance, inadequate or poor performance of service, reporting, etc., subject to thirty (30) days written notice.

5. The proposal must express agreement to meet or exceed all specifications.

6. The selected firm will be required to provide a contract covering the contents of the Request for Proposal. In the event that the firm to which contract is awarded does not execute a contract within thirty (30) days after such award, City may give notice to such firm of intent to award the contract to the next most qualified bidder, or to call for new proposals.

7. Any proposal may be withdrawn up until the date and time set for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days or until one or more of the proposals have been approved by the City administration, whichever occurs first, to provide to City the services described within the RFP document.

8. Proposers may protest the contract award in connection with the RFP on which the proposer has submitted a proposal. Any such protest must be filed no later than ten (10) days following the date of the notice of award. Vendors who do not submit a timely proposal may not protest the contract. Protests must be written in form, and include the name and address of the proposer and full supporting documentation.

9. By submitting a proposal, the firm certifies that it has read and understands this RFP and has full knowledge and willingness to comply with the scope, nature, quantity and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed. Firm further certifies that for the duration of this contract, it shall be in compliance with all applicable Federal, State and local licensure and regulatory requirements and shall immediately inform the City of any adverse actions against firm by any governing agencies.

10. The contract resulting from acceptance of a proposal by the City shall be in a form approved by the City, and shall reflect the specifications in this RFP. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the City's attorney.

11. A three-year contract is contemplated, subject to the annual review and recommendation of the City Board of Directors, the satisfactory negotiation of terms (including a guaranteed price acceptable to both the City and the selected firm), the concurrence of the City Council and the annual availability of an appropriation. The anticipated effective date of the contract is July 1, 2007. Additional services to the contract may be negotiated separately by both parties in writing at a mutually agreed upon price.

12. The City shall not be responsible for any costs incurred by the proposer for preparing, submitting or presenting its response to the RFP.

Attachment "A"

City of Gainesville
Request for Proposal for Actuarial Services

Checklist and Certification (Page 1 of 3)

Checklist of Specified Services:	Can Meet Requirements	Cannot Meet Requirements
General Services		
Provide general actuarial services as specified in Section VI, Scope of Services, Item A.1.	___________	___________
Retirement Plan A Actuarial Services		
Preparation of annual valuation as specified in Section VI, Scope of Services, Item B.1.	___________	___________
Ability to recommend plan improvement strategies as specified in Section VI, Scope of Services, Item B.2.	___________	___________
Preparation of annual individual benefit statements as specified in Section VI, Scope of Services, Item B.3.	___________	___________
Ability to provide actuarial consultation and advisory services as specified in Section VI, Scope of Services, Item B.4.	___________	___________
Ability to provide an approved actuary as specified in Section VI, Scope of Services, Item B.5.	___________	___________
Provide information and assistance with new developments, law and regulation changes as specified in Section VI, Scope of Services, Item B.6.	___________	___________
Agrees to provide immediate notification of personnel changes as specified in Section VI, Scope of Services, Item B.7.	___________	___________

Attachment "A"

City of Gainesville
Request for Proposal for Actuarial Services

Checklist and Certification (Page 2 of 3)

Checklist of Specified Services:	Can Meet Requirements	Cannot Meet Requirements
Other Post Employment Benefits		
Ability to assist City with GASB 45 requirements as specified in Section VI, Scope of Services, Item C.1.	___________	___________
Determine the implicit rate subsidy as specified in Section VI, Scope of Services, Item C.2.	___________	___________
Determine proper methodologies and assumptions as specified in Section VI, Scope of Services, Item C.3.	___________	___________
Preparation of bi-annual actuarial valuation as specified in Section VI, Scope of Services, Item C.4.	___________	___________
Preparation of CAFR material as specified in Section VI, Scope of Services, Item C.5.	___________	___________
Provide guidance for handling "off" years as specified in Section VI, Scope of Services, Item C.6.	___________	___________
Preparation of analysis for establishment of a Trust, as specified in Section VI, Scope of Services, Item C.7.	___________	___________
Provide recommendations for OPEB liability management as specified in Section VI, Scope of Services, Item C.8.	___________	___________
Provide recommendations for Plan document as specified in Section VI, Scope of Services, Item C.9.	___________	___________

Attachment "A"

City of Gainesville
Request for Proposal for Actuarial Services

Checklist and Certification (Page 3 of 3)

Checklist of Specified Services:	Can Meet Requirements	Cannot Meet Requirements
Ability to attend on-site meetings with City as specified in Section VI, Scope of Services, Item C.10.	___________	____________
Other		
Agrees to abide by Terms and Conditions as specified in Section VIII.	___________	____________

Itemize below and explain any exceptions and alternative solutions to the Scope of Services. (Attach an additional sheet, if necessary)

____
____
____
____

Request for Proposal Bid Packages being returned to the City of Gainesville should contain the followings documents:

- ☐ Nine (9) copies of the RFP response as specified in Section III – Instructions to Proposers.
- ☐ Written Responses to Section V - Required Information, referenced by topic and item number as listed in Section V.
- ☐ Additional Recommendations, if any, as specified in Section III – Instructions to Proposers, Item G.
- ☐ Attachment "A" - Checklist and Certification

Certification

____________________________ certifies that it is familiar with and understands the City of Gainesville's "Request for Proposal" and agrees to meet or exceed all specifications included in the bid package and to comply with the scope, nature, quantity and quality of the work to be performed. Any exceptions have been noted above and it is understood that deficiencies may result in rejection of the proposal. If successful, it is agreed that a contract will be executed with the City within thirty (30) days.

By: ____

Title: ____

Date: ____

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 3/27/2017

Presenter: David Frazier

Item of Business: Executive Session Minutes: February 14, 2017 Meeting

Meeting Date: 4/11/2017

Purpose of Request:
The purpose of this request is to allow the Board to approve the Executive Session minutes from the referenced meeting.

History/Background:

Facts & Issues for Consideration:
Minutes of each Executive Session shall be maintained by the Secretary in accordance with the Open Meetings Act.

Department Recommendation:
Approve the minutes.

Department Director:
David Frazier

If funding is involved, are funds approved within the current budget?

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

CITY OF GAINESVILLE

AGENDAREQUEST

Date Submitted: 3/30/2017

Presenter: Delores Waithe

Item of Business: Retirements

Meeting Date: 4/11/2017

Purpose of Request:
To provide a report of new retirement benefits processed as of 03/30/2017.

History/Background:

Facts & Issues for Consideration:
New benefit payments processed as of 03/30/2017.

Department Recommendation:
To approve payments as presented.

Department Director:
Janeann Allison

If funding is involved, are funds approved within the current budget?
No

Amount Requested: **Source of Funds**:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

	Description	Type
🗋	New Benefits Payment Report	Report

RETIREMENT PLAN A
4/11/2017 NEW BENEFITS PAYMENT REPORT

	RETIREE BENEFICIARY	DEPARTMENT	EFFECTIVE DATE	BENEFIT INFORMATION			
				TYPE	AMOUNT	START DATE	SPOUSAL OPTION
1							
2							
3							
4							
5							
	TOTAL						
	SPECIAL REPORTS						

	RETIREE BENEFICIARY	DEPARTMENT	EFFECTIVE DATE	BENEFIT INFORMATION			
				TYPE	Amount	START DATE	
1	Sailors, Barbara		1/23/2017	SURVIVOR		2/1/2017	
2	Sailors, AB	FD	1/23/2017	DECEASED			
3	Autry, Larry	PW	3/22/2017	DECEASED			
4	Williams, Harry	FD	3/21/2017	DECEASED			

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 3/30/2017

Presenter: Delores Waithe

Item of Business: Disbursements

Meeting Date: 4/11/2017

Purpose of Request:
To provide a report of all disbursements since the last RPA Board meeting and to seek the Board's approval of the disbursements as presented.

History/Background:

Facts & Issues for Consideration:
Disbursements processed as of 3/30/2017.

Department Recommendation:
To approve the disbursements as presented.

Department Director:
Janeann Allison

If funding is involved, are funds approved within the current budget?
No

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
4.11.17 disbursement report	Report

RETIREMENT PLAN A 4/11/2017

DISBURSEMENT REPORT

	Employee Name	Department	Termination Date	Distribution Processed	Contributions
1	Ward, Myron	PD	5/26/2016	2/10/2017	
2	Samples, Nicholas	DWR	1/25/2017	2/10/2017	
3	Sills, Daniel	PWKS	10/14/2016	2/10/2017	
4	Brumbelow, Bobby	PD	1/27/2017	2/10/2017	
5	Campbell, Christopher	PD	2/2/2017	2/20/2017	
6	Cagle, Brian	DWR	1/20/2017	3/1/2017	
7	Burnette, Steven	PWKS	2/24/2017	3/9/2017	
8	Burnett, Nicholas	PWKS	2/24/2017	3/9/2017	
				TOTAL	**$99,591.44**

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 4/3/2017

Presenter: Denise Jordan

Item of Business: Minutes: February 14, 2017 RPA Meeting

Meeting Date: 4/11/2017

Purpose of Request:
The purpose of this request is to allow the Board to approve the minutes from the referenced meeting.

History/Background:
A draft copy of the minutes was distributed via email to the Board Members and Ex-Officio Members to review and submit comments/corrections.

Facts & Issues for Consideration:

Department Recommendation:
Approve the minutes accepting the edits as presented.

Department Director:
David Frazier, Chairman

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type

CITY OF GAINESVILLE

AGENDA REQUEST

Date Submitted: 4/4/2017

Presenter: David Frazier

Item of Business: Goals

Meeting Date: 4/11/2017

Purpose of Request:
The purpose of this request is to have the Board review the goals as set forth by the RPA Board.

History/Background:
The Board sets annual goals and reviews them periodically. The 2017 goals (calendar year) were established at the February 14, 2017 RPA Board meeting.

Facts & Issues for Consideration:
Evaluate progress on established goals.

Department Recommendation:

Department Director:
David Frazier, Chairman

If funding is involved, are funds approved within the current budget?

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
Goals 2017	Attachments/Exhibits

City of Gainesville Retirement Plan A

Goals

The following are goals established by the Pension Board of Retirement Plan A,

Year: 2017

I. One Year

1. Publish four (4) newsletters.

2. Conduct four (4) informational sessions with City departments

3. Achieve Actuarial Rate of Return of 7.25%.

4. Achieve at least Basic GAPPT certification for all board members.

II. Long Term (longer than 1 year)

1. Have actuarial analysis done for the feasibility of cost of living increase for retirees within seven (7) years.

2. Achieve Large Retirement Plan Status (GA Code Title 47) within seven (7) years.

3. Achieve 100% Plan funding within 25 years.