

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) is made and entered into this ___ day of _____ 202___, by and between the City of Port St. Lucie, a Florida Municipal Corporation (“Provider”) and the City of Port St. Lucie Municipal Police Officers’ Retirement Trust Fund (“the Board”).

Recitals:

- A. The Board consists of the duly appointed fiduciaries of the City of Port St. Lucie Police Officers’ Retirement system, maintained and operated in accordance with the appropriate provisions of Chapter 112 and 185, Florida Statutes, as amended; the Internal Revenue Code of 1986, as amended; the Code of the City of Port St. Lucie, and other State statutes and municipal ordinances, as applicable, the rules and regulations promulgated thereunder; and
- B. The Board is authorized and empowered to engage in a qualified administrative manager to assist in the discharge of duties and responsibilities of the trustees and named fiduciaries of the fund; and
- C. The Board desires to contract with Provider and Provider desires to contract with the Board for Provider to provide certain administrative services to the Board on the terms and subject to the conditions contained herein; and
- D. This relationship was originally established by Agreement dated April 14, 2014 and amended by addendum dated July 11, 2017; and
- E. The parties, after discussion and negotiation, intend on entering into this new agreement for the future provision of administrative services and to address services previously rendered.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the Board and Provider hereby agree as follows:

Definitions:

As used herein, the term “*Administrative Services*” means, with respect to Provider, the pension-related services to which Provider has agreed to furnish pursuant to this Agreement. Such Administrative Services are set forth in Exhibit A and incorporated herein by this reference. The Board and Provider may, at any time and from time to time, amend or supplement Exhibit A by written agreement and with Council Approval.

As used herein, the term “*Effective Date*” means the date upon which all Parties have signed this Agreement. The Effective Date shall be written in this Agreement’s preamble.

As used herein, the term “*Pension Plan*” means the defined benefit retirement system for eligible Port St. Lucie law enforcement officers, established pursuant to Chapter 185, Florida Statutes, and City Ordinance 13-49, as amended and restated.

As used herein, the term "*Members*" means active and retired law enforcement employees who fulfill the prescribed membership requirements detailed in the Pension Plan ordinance, as amended.

As used herein, the term "*Representatives*" means those non-charter employees of Provider's Finance Department – Pension/Retirement Unit that are hired, selected, and/or assigned by Provider to provide the Administrative Services for the Board set forth in this Agreement.

ARTICLE I PROVISION OF PENSION PLAN REPRESENTATIVES

1.01 Provision of Pension Plan Representatives. Provider shall furnish to the Board four (4) Representatives, each of whom shall be an employee of Provider. Representatives assigned to the defined benefit plan shall report only to the Provider's Finance Director, or his/her designee in his/her absence. All other Representatives shall report to the Provider's Finance Director or his/her designee. The Board shall have the ability, but not obligation, to observe the hiring process of the Representatives, and provide input thereon. Provider will select and assign Representatives to perform the Administrative Services for the Board which are incident to the Board's business and are generally described in Exhibit A. The Board understands that the performance of these Administrative Services by each Representative will vary depending on each Representative's assignment and the directives received from their employer, the Provider. Administrative Services, and the deliverables stemming from them, will generally be performed through direction from the Board.

1.02 Final Authority. It is understood and agreed that the day-to-day administration of the Pension Plan shall be delegated to Provider by the Board. Provider is empowered and required to act with respect to the Pension Plan only as expressly stated herein. The Board retains sole overall administrative authority and responsibility for the Pension Plan including, but not limited to, eligibility and enrollment for benefits, the existence of benefits, the benefits structure of the Pension Plan, payment decisions, and compliance with state and federal law or regulations applicable to the Board, the Pension Plan, and/or the administration of the Pension Plan, as provided for in City Code §32.77 and applicable law.

The Board and Provider agree that Provider's role is to provide Administrative Services, and that the services rendered by Provider pursuant to this Agreement shall not include the power to exercise control over the Pension Plan's assets, if any, or discretionary administrative authority over the Pension Plan's operations.

1.03 Scheduling of Services. To foster efficiency in the delivery of Administrative Services, the Board may provide input to Provider regarding the scheduling and assignment of Representatives.

- 1.04 Place of Services. Provider shall provide to the Representatives general office space with at least one private office, which may be used to store records, meet with Members and otherwise provide Administrative Services.
- 1.05 Equipment, Supplies and other Expenditures. Provider shall also provide the Representatives with the necessary equipment and the supplies to adequately perform the Administrative Services. Provider shall approve the acquisition of additional equipment and supplies, provided the request is reasonable.

ARTICLE II COMPENSATION

The Board agrees to promptly pay all administrative fees as set forth below.

- 2.01 Administrative Services Fee. In consideration of Representatives providing the Administrative Services and other obligations under this Agreement, the Board shall be responsible for payment of one-third (1/3) the full salary and benefits of the Representatives (“Administrative Services Fee”). The Board shall pay the Administrative Services Fee monthly in arrears for the immediately preceding calendar month. Provider shall submit an invoice no later than the 10th of each month, and payment shall be due within thirty (30) calendar days of the approved invoice date. Provider will furnish notice of any upcoming change in the amount of the Administrative Services fee with its monthly invoice. No such change will be greater than fifteen percent (15%) of the Representatives’ then-current salary, excluding any applicable Cost-of-Living Adjustment (“COLA”). Provider shall, upon execution of this Agreement, furnish to the Board an official breakdown of the full salary and benefits of the Representatives for the current fiscal year. Provider shall send to the Board Representatives’ salary and benefits information for the upcoming fiscal year by October 15th of every year.
- 2.02 Payment of Past Due Amounts. In addition to the Administrative Services Fee set forth in Section 2.01, within thirty (30) calendar days of the Effective Date, the Board shall pay to Provider a lump sum which shall serve as full consideration for all Administrative Services rendered by Provider to the Board from October 1, 2022 to the Effective Date. Annexed hereto as Exhibit “B” is a summary of those past due amounts.
- 2.03 Method of Funding Transfer: Automated Clearing House (“ACH”).
- 2.04 Certification as Certified Public Pension Trustee (CPPT). The Board agrees to make the necessary payments to ensure that at all times, at least two Representatives maintain CPPT certification. Such payments shall include annual dues, school or conference registration and related costs to maintain said certification. In the event a Representative is not CPPT certified, he or she must be working towards CPPT certification, and achieve CPPT certification, within three (3) years of hiring.

**ARTICLE III
TERM AND TERMINATION**

- 3.01 Term. This Agreement shall be for one year, commencing on the Effective Date and ending one year thereafter. This Agreement shall automatically renew for additional one-year periods into perpetuity, unless otherwise expressly terminated in accordance with this Agreement.
- 3.02 Termination With/Without Cause. This Agreement may be terminated at any time by either party with or without cause, by providing the other party at least one hundred eighty (180) calendar days' prior written notice.
- 3.03 Effect of Expiration or Termination. The expiration and/or the termination of this Agreement shall not affect the obligation of the Board to pay compensation to Provider or pay for any outstanding invoice for the period prior to such expiration or termination.

**ARTICLE IV
SERVICES**

- 4.01 The Representatives shall be responsible for, and in charge, of all Administrative Services required by the Board to accomplish proper and complete administration of the Pension Plan. Representatives shall not be required to maintain liability insurance and fidelity bonds, which shall be provided by the Board in its sole discretion. Without limiting the generality of the foregoing, the Representatives shall perform all currently performed tasks to include but not be limited to the following services detailed in Exhibit A. Provider shall use its best efforts to deliver the Administrative Services through its hiring, training, and oversight of the Representatives.
- 4.02 All services rendered by the Representatives, to or on behalf of, the Pension Plan shall be performed with reasonable dispatch and shall be performed in a manner which is adequate and convenient to the Board and the members and beneficiaries. The Representatives shall be familiar with the basic documents upon which the Pension Plan is established and render all services in accordance with said documents. The Representatives acknowledge that each is a fiduciary of the Plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA") and §112.656, Florida Statutes and each is registered and meets all local state and federal laws required for the performance of his/her duties under this Agreement.

**ARTICLE V
RECORDS**

- 5.01 The Board will turn over to the Representatives true copies of all records, reports, information and other data pertaining to the Pension Plan. The Representatives may rely upon the completeness and accuracy of the records, reports, and data

delivered to them.

- 5.02 The Representatives shall be responsible for assisting in the maintenance of records of the Pension Plan in the Provider's computer system.
- 5.03 In the course of performing their Administrative Services hereunder, the Representatives shall notify the Board of any information, records, or reports which are necessary to maintain the business of the Pension Plan and shall assist the Board in obtaining said information.
- 5.04 The Representatives shall work with and assist the Board with their professional advisors in the preparation of records and reports to be filed with government departments and/or agencies, as well as records and reports which are necessarily disclosed and distributed to members and beneficiaries.
- 5.05 All information, including records and other data, which may come into the possession of the Representatives shall be subject to the disclosure and production to the extent required by the Public Records Act, Chapter 119, Florida Statutes, or upon compulsion of a subpoena issued by a court of competent jurisdiction, as approved by the Board.

ARTICLE VI MISCELLANEOUS

- 6.01 Excluded Items. It is understood and agreed by the parties that the Representatives shall not be responsible for the performance of actuarial, accounting, auditing, legal or financial advisory services.
- 6.02 Independent Relationship. Notwithstanding any other provision of this Agreement, in the performance of the obligations of this Agreement, each party is at all times acting and performing as an independent contractor with respect to the other party. It is further expressly agreed that no work, act, commission or omission of either party (or any of its agents or employees) pursuant to the terms and conditions of this Agreement, shall be construed to make or render such party (or any of its agents or, employees) an agent, servant, representative, or employee of, or joint venture with, such other party.
- 6.03 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Provider and the Board. This Agreement is not intended to give any non-party any interest or rights, including, without limitation, any third party beneficiary rights with respect to or in connection with any provision contained herein or contemplated hereby. This Agreement shall not be construed to guarantee anyone's employment, any employee's assignment for any period, or otherwise preclude Provider from exercising its rights as an employer.

- 6.04 Sovereign Immunity. Nothing in this Agreement shall be deemed or treated as a waiver by Provider of any immunity to which it is entitled by law, including but not limited to Provider's sovereign immunity as set forth in Section 768.28, Florida Statutes.
- 6.05 Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) personally delivered, or (c) sent by electronic mail. Notices mailed pursuant to this Section shall be deemed given as of three days after the date of mailing and notices personally delivered or sent by telecopy shall be deemed given at time of receipt.
- 6.06 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Florida, without giving effect to its conflict of laws provisions. Venue shall be in Nineteenth Judicial Circuit, in and for Saint Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.
- 6.07 Access to Books and Records. Both Provider and the Board agree to provide mutual access to their books and records for review upon request.
- 6.08 Mutual Cooperation. The parties agree that the performance of this Administrative Services Agreement is essential in the discharge of duties and responsibilities of the trustees and named fiduciaries of the fund and the accomplishment of the stated goals of the parties. Therefore, the parties shall act in good faith, and use all reasonable efforts to cooperate and assist in all relations with one another, as may be reasonably required, in their respective performance under this Agreement.
- 6.09 Entire Agreement, Amendment. This Agreement constitutes the entire Agreement between the Board and Provider with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both the Board and Provider.
- 6.10 Severability. If any provision of this Agreement is determined to be void, illegal, unenforceable or invalid, the enforceability of any other provision is unaffected.
- 6.11 Headings. The article and section headings in this Agreement are for convenience only and shall not limit or be deemed to construe or interpret the terms and provisions of this Agreement.
- 6.12 No Sole Drafter. Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against any party as the sole drafter.

- 6.13 Invalidity of Particular Provision. If any term or provision of this Agreement or the application hereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE VII FLORIDA LAW REQUIREMENTS

- 7.01 Public Records. All parties will comply with public records laws, specifically to:
1. Keep and maintain public records required to perform the service. The timeframes and classifications for minimum records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
 2. Upon request from the Provider, Board, or its public records custodian, provide 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, Florida Statutes 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 Provider does not transfer the records to the public agency.
 4. Upon completion of the contract, transfer, at no cost, all public records in possession of the entity or keep and maintain public records required by the entity to perform the service. If either party transfers all public records to the other party upon completion of the contract, the non-transferring party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If either party keeps and maintains public records upon completion of the contract, the party who keeps and maintains those records shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to one party, upon request from the other party or from its public records custodian, in a format that is compatible with the information technology systems of the requesting party.

5. The parties acknowledge that they are both public agencies subject to the requirements of Chapter 119, Florida Statutes. The parties shall retain their records in accordance with records retention schedule applicable to a given party, and nothing in this section shall require the destruction of public records prior to the determination of the records-retaining party that such public records are no longer required.

**IF EITHER PARTY HAS 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:**

CITY CLERK

CITY OF PORT ST. LUCIE

121 S.W. Port St. Lucie Blvd

Port St. Lucie, FL 34984

Phone:772-871-5157

Fax:772-344-4094

PRR@CITYOFPSL.COM

- 7.02 **Section 448.095, Florida Statutes.** The parties agree 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, and further agree to require any subcontractor providing services contemplated by this Agreement to do the same as a condition in the subcontracting agreement.

[This space left intentionally blank. Exhibit and Signature Pages to follow.]

EXHIBIT A

- A. Attend meetings of the Board, prepare meeting agenda(s) and maintain the minutes of those meetings.
- B. Implement administrative related decisions of the Board with regard to the Retirement System.
- C. Maintain fund documents as may be required by the Board.
- D. Maintain statistical data for the Board, the fund's auditor and actuary, including vesting, benefit accrual, compensation and eligibility history of participants when such are needed or required.
- E. Assist in the preparation and filing of all necessary government reports.
- F. Properly, adequately and effectively respond to inquiries by participants or their beneficiaries, by the Board or the Board's designated service providers or by the City of Port St. Lucie.
- G. Attend special meetings of the participants of the Retirement System, as required by the Board, for the purpose of assisting and explaining benefit coverage to participants and beneficiaries.
- H. Develop, recommend and implement proper procedures for the recording of all contributions, benefit payments, and disbursements of the Retirement System.
- I. Process applications for benefits under the Retirement System, including applications for service-connected disability retirement, gathering of documentation pertinent to applications (including medical reports), and transmitting same to the Board.
- J. Perform such other administrative and related functions and services as may from time to time be requested by the Board.

EXHIBIT B – SUMMARY OF PAST DUE AMOUNTS

FY 2023

Position	Earned Wages	Benefits	Total Cost
Retirement Division Manager	\$123,606	\$32,671	\$156,277
Retirement Analyst	\$72,549	\$20,223	\$92,772
Retirement Analyst	\$24,271	\$5,047	\$29,318
Pension Plan Specialist	\$7,594	\$3,909	\$11,503
Retirement Specialist	\$41,630	\$16,938	\$58,568
Total	\$269,649	\$78,788	\$348,437

<u>Agency</u>	<u>Percent</u>	<u>Amount</u>
Pension Board	33.00%	\$114,984
Mission Squ.	34.00%	\$118,469
Port St. Lucie	33.00%	\$114,984
Total	100%	\$348,437

Total Cost to City:	\$348,437
Less: City portion:	\$114,984
Less: Contribution Received (Pension Board):	\$72,000
Amount Due to City:	<u>\$161,453</u>

Balance Due from Pension:	\$42,984
Balance Due from Mission Square:	\$118,469
Total Balance Due:	<u>\$161,453</u>

IN WITNESS WHEREOF, the parties have executed this Agreement at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE

By: _____ Date: _____
Mayor

Authorizing Resolution Detail:

ATTEST:

By: _____ Date: _____
City Clerk

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

___ Personally known

___ Produced Identification

Type and Identification No.: _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that ___ (he/she) executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this ___ day of _____, 2023.

Notary Signature
Notary Public, State of _____ at Large

My Commission Expires: _____.

(seal)

CITY OF PORT ST. LUCIE MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND

By: Paul E. Griffith
_____, Authorized Representative

Authorizing Resolution Detail (if any):

State of: Florida

County of: St. Lucie

Before me personally appeared: Paul Griffith

(please print)

Personally known

Produced Identification

Type and Identification No.: _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he (he/she) executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 12th day of December, 2023.

Danneshia Brown

Notary Signature

Notary Public, State of Florida at Large

My Commission Expires: 3/7/2027.



DANNESHIA BROWN
Commission # HH 370207
Expires March 7, 2027

(seal)