

## CONSULTING AGREEMENT

On behalf of the Retirement Income Plan for General Employees of City of Pembroke Pines ("Plan") and Pembroke Pines ("Plan Sponsor"), RPW Solutions, LLC d/b/a BCG Pension Risk Consultants | BCG Penbridge ("Consultant") hereby agrees to provide the following consulting services regarding the voluntary lump sum election window and the selection of an annuity provider ("Insurance Carrier") for a Single Premium Group Annuity ("SPGA") Buyout Contract for Plan's liability for current and future benefit payments to specified plan participants.

### Actuarial and Administrative Services

1. Project Set-Up and Work Plan/Timeline (In Scope)
2. Organize Initial Virtual Kick-off Meeting and Participate in Ongoing Virtual Plan Termination Team Meetings (In Scope)
  - a. Coordinate and monitor delivery of data and information from Client's third-party vendors, as appropriate.
3. Data Collection (In Scope)
  - a. Collect and review plan document, Summary Plan Description (SPD), prior benefit calculations and plan administrative procedures.
  - b. Collect participant data from plan actuary and/or plan sponsor.
  - c. Review and establish the plan database, including accrued benefits subject to annual COLA(s), as applicable under the plan.
  - d. Collect and review benefit calculations and benefit calculation procedures from plan actuary.
  - e. Assist plan managers or counsel draft plan termination amendments, including:
    - i. Lump sum provisions and assumptions.
    - ii. Lump sum window period.
    - iii. Optional forms of benefit.
  - f. Review of any marital settlement agreements which have not yet been implemented with an order and the application of such orders to the plan.
  - g. Review of any benefits which may have been forfeited.
4. Data Preparation (In Scope)
  - a. Collect and review all participant census records to confirm records are complete, including mailing addresses, email addresses, and a secondary contact, as may be applicable.
  - b. Identify any missing data and work with client or plan actuary to rectify.

- c. Work with other service providers or plan sponsor to locate missing data.
- d. Collect spousal information.
- e. Review QDRO's status.
- f. While we review the census data for reasonableness and completeness, we do not audit the data but rely on the accuracy of the plan data as provided.
  - i. If the data is not in good order, additional time charges will apply for our efforts to clean up the data (not typical, but Out of Scope if applicable).

5. Benefit Calculations (In Scope)

- a. We are assuming all participants' final accrued benefit have been calculated and updated with any applicable COLA's as applicable under the plan.
- b. Lump sums under \$7,000 (or \$5,000) automatically paid out.
- c. Assemble data needed to prepare Benefit Election Packages
- d. Provide applicable census data for annuity placement.

6. Participant Notices – assist with notices and filings: Consultant will discuss with plan sponsor to determine appropriate notices to send to participants (In Scope)

- a. Prepare and send lump sum election packages. Collect and review participant elections.
- b. Prepare and send out good-bye letters to participants.
- c. Other notices possible, based on planning discussions.

7. Participant Call Center (In Scope)

- a. Set up participant call center.
- b. Staffed with experienced pension plan professional.
- c. Communicate with plan participants in writing or via phone calls and emails.
- d. Answer general and specific participant questions.
- e. Assist participants to complete their election forms timely and in good order.
- f. Periodic reporting of call center activity

8. Available to Complete or Assist with Additional Services such as (Out of Scope)

Those services not explicitly outlined in this proposal are considered Out of Scope and may require additional fees based on our hourly rate charges. Some examples of services considered "Out of Scope" include:

- a. Assist legal counsel with IRS Form 5310 determination letter application, including Form 6088, if applicable.
- b. Census data clean-up if not in good order.
- c. QDRO administration and calculations.
- d. Correction of any identified miscalculated benefits, if applicable.
- e. Final accrued benefit calculations and COLA adjustments, if applicable.
- f. Allocation of excess assets, if applicable.
- g. Assist in response to IRS and/or PBGC audit, if any.

We will charge additional fees for Out of Scope services based on our time records and applicable hourly rates, follows:

\$325.00	Principal Actuary
\$325.00	Peer and Resource Actuary
\$190.00	Actuarial Analyst
\$150.00	Plan Administrator
\$100.00	Database Manager

#### Compensation for Actuarial and Administrative Services

As compensation for performing all In Scope Actuarial and Administrative Services, Consultant shall be paid a base fee in the amount of Fifty Thousand (\$50,000.00) payable in installments as follows:

\$25,000.00	Upon execution of this Consulting Agreement
\$25,000.00	Upon the mailing of the Lump Sum offers

### Consulting Services

1. Develop a Bid Solicitation Package ("BSP") containing bid/contract specifications, including Plan Sponsor procurement requirements, and relevant pricing data for plan participants. Provide pricing data template for current vendor.
2. Submit BSP to Plan Sponsor for review and approval.
3. Send a BSP to all Insurance Carriers that are on the Notice of Annuity Information as distributed by the Plan Sponsor (if applicable), requesting that each Insurance Carrier provide a preliminary contract bid on or before a date mutually agreed to between Plan Sponsor and Consultant and answer the Insurance Carriers' underwriting questions related to the BSP.
4. Provide to Plan Sponsor for Plan Sponsor's review and placement in the Plan's permanent files, a Due Diligence Package containing current rating, credit worthiness and financial information for each of the quoting Insurance Carriers intended to satisfy the requirements for selecting one or more providers of the "safest available annuity" pursuant to the requirements outlined in DOL Interpretive Bulletin 95-1. Consultant will act as the Independent Expert/Fiduciary in regards to Department of Labor's Interpretive Bulletin 95-1.
5. In accordance with Florida law, review proposals submitted. Review the results of the preliminary bid solicitation round with Plan Sponsor as well as the Due Diligence Package for Insurance Carriers who provided a quote, via virtual meeting. Review criteria for insurer selection. Revise BSP and update pricing data as needed.
6. In accordance with Florida law, solicit final bids from Insurance Carriers on a date mutually agreed to between Plan Sponsor and Consultant. Where appropriate, negotiate on behalf of the Plan with competing Insurance Carriers to obtain each carrier's most favorable pricing and/or premium deposit terms. Review final proposals for consistency with initial proposals.
7. In accordance with Florida law, coordinate final bid review via virtual meeting. Review summary of final bids and provide a recommendation to the City. Once Plan Sponsor has selected an Insurance Carrier, coordinate execution and delivery of selected Insurance Carrier's required bid acceptance/binder agreement.
8. Assist Plan/Plan Sponsor in completing the wire transfer of the single premium (purchase funds) directly to selected Insurance Carrier's bank on or before the selected Insurance Carrier's required purchase date. Industry standard is that assets are wired within five (5) business days after selecting insurance carrier. Monitor any bulk reimbursements from Insurance Carrier to Plan.
9. Assist Plan Sponsor in the direct transfer of all confidential participant information and data required by the selected Insurance Carrier for contract installation and administration. Participate in virtual meetings with Insurance Carrier as needed. Monitor Plan Sponsor's ad hoc, post-transaction data changes.
10. Provide sample announcement letters for participants to inform them of the selected Insurance Carrier for annuity.
11. Review initial and final drafts of the selected Insurance Carrier's SPGA Closeout Contract and sample annuity certificates for conformity with final bid/contract specifications. Review data reconciliation and true-up premium adjustment for general reasonableness. Assist with final plan audits with respect to Insurance Carrier's data reconciliation and premium adjustments.
12. Act as an Independent Expert/Fiduciary as defined by DOL 95-1 bulletin.

### Compensation for Consulting Services

As compensation for performing all Consulting Services, Consultant shall be paid a base fee in the amount of Sixty-Five Thousand (\$65,000.00) payable in installments as follows:

\$25,000.00	Upon execution of this Consulting Agreement
\$20,000.00	Upon completion of the review of plan documents, bid specifications, data, and preliminary insurance proposals (including any new Insurance Carriers)
\$20,000.00	Upon presentation of final bid letters and selection of an annuity provider

Expenses for travel at the request of Plan Sponsor will be reimbursed by Plan Sponsor but must be authorized in advance in accordance with Plan Sponsor policies. Reimbursement shall be paid within 20 days of receipt of Consultants submittal of expenses.

Consultant does not participate in any bonus, ERA, or override agreements with any insurance carrier that will be considered for the Single Premium Group Annuity ("SPGA") Closeout Contract.

### Representations by Consultant

Consultant acknowledges that it is a "qualified, independent expert" within the meaning of DOL Interpretive Bulletin 95-1 and that the Plan and Plan Sponsor are relying on Consultant for advice about meeting the "safest available annuity" standards set forth in DOL Interpretive Bulletin 95-1.

Notwithstanding any other provision contained herein, the duties of Consultant as an annuity consultant to the Plan shall be limited to those expressly imposed upon it by this agreement notwithstanding any reference contained herein to the Plan.

### Termination

The Plan Sponsor or Consultant may terminate this agreement by providing 30 days advance written notice to the other party.

Termination will not affect Plan Sponsor's responsibilities under this agreement for fees owed as a result of services properly rendered or costs properly incurred by Consultant to the date of termination. Upon the date of termination, neither party to this agreement will have any further obligation under this agreement nor render any additional services pursuant to this agreement.

### Governing Law

This agreement shall be construed in accordance with the laws of the State of Florida to the extent not preempted by ERISA or other federal law. Broward County, FL will serve as the legal venue for any disputes.

### Liability Coverage – See Addendum.

### Severability

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

**Entire Agreement**

This agreement and the Addendum, attached hereto and incorporated herein, constitutes the entire agreement of the parties with respect to the services and fees specified herein.

Executed in multiple originals to be effective as of January 6, 2026

X 

Michael E. Devlin, Principal  
RPW Solutions, LLC

X

Charles F. Dodge, City Manager  
City of Pembroke Pines

APPROVED AS TO FORM:

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OFFICE OF THE CITY ATTORNEY



### Addendum to Consulting Agreement

This ADDENDUM (“Addendum”) dated January 6, 2026, is entered into by and between the **CITY OF PEMBROKE PINES**, a Florida municipal corporation located at 601 City Center Way, Pembroke Pines, FL 33025 (“CITY”), and **RPW SOLUTIONS, LLC d/b/a BCG PENSION RISK CONSULTANTS**, a Foreign Limited Liability Company registered to do business in the state of Florida with a principal address of 150 N Riverside Plaza 17<sup>th</sup> Floor, Chicago IL 60606 (“CONSULTANT”). The CITY and CONSULTANT shall be collectively referred to herein as the “Parties” and individually as a “Party”. The Consulting Agreement and this Addendum shall be collectively referred to herein as the “Agreement”.

1. **Payment Terms.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes, as may be amended from time to time. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide Company with proof of tax-exempt status.
2. **Governing Law and Venue.** Notwithstanding the section of the Original Agreement entitled “Governing Law,” the Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.
3. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither CONSULTANT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONSULTANT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONSULTANT further agrees that CONSULTANT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
4. **Independent Contractor.** The Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CONSULTANT is an independent contractor under the Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage



and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. The Agreement shall not be construed as creating any joint employment relationship between CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

5. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes, as may be amended from time to time. CONSULTANT shall comply with Florida's Public Records Law. Specifically, CONSULTANT shall:
  - 5.1 Keep and maintain public records required by the CITY to perform the service;
  - 5.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 5.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after CONSULTANT transfers the records in its possession to the CITY; and
  - 5.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
  - 5.5 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO**



**CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS  
RELATING TO THE AGREEMENT, CONTACT THE  
CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
601 CITY CENTER WAY, 4th FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[gfernandez@ppines.com](mailto:gfernandez@ppines.com)**

6. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way, 4th Floor  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney  
Goren, Cheroft, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500

CONSULTANT: RPW Solutions, LLC. d/b/a BCG Pension Risk Consultants  
150 N Riverside Plaza, 17<sup>th</sup> Floor  
Chicago, IL 60606  
Telephone No.: 781-356-2299

7. **Confidentiality.** The confidentiality obligations set forth in the Agreement shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.
8. **Compliance with Laws.** CONSULTANT hereby warrants and agrees, that at all times material to this Addendum, CONSULTANT shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of this Addendum.



9. **Scrutinized Companies.** CONSULTANT, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as may be amended from time to time, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
  - 9.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
  - 9.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
    - 9.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
    - 9.2.2 Is engaged in business operations in Syria.
10. **Employment Eligibility.** CONSULTANT certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
  - 10.1 **Definitions for this Section.**
    - 10.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
    - 10.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.
    - 10.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
    - 10.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
  - 10.2 **Registration Requirement; Termination.** Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-



verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 10.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 10.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- 10.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

11. **Assignment; Amendments.** The Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of the CITY. For purposes of the Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires the CITY approval. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties.
12. **Access to Records.** Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports, and other records directly pertinent to CONSULTANT's performance pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five



(5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement.

13. **Attorneys' Fees.** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court cost unless otherwise provided for in this Addendum.

14. **Sovereign Immunity.** Nothing contained in the Agreement is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

15. **Insurance.** The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents, and instrumentalities as herein required.

15.1 The CONSULTANT AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONSULTANT has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, as applicable, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines , nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, as applicable, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

15.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

15.3 CONSULTANT shall provide notice at least thirty (30) days in advance if an insurance policy is not renewing and is not replaced by a compliant policy.

15.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONSULTANT shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof



that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

**15.5 REQUIRED INSURANCE.** The CONSULTANT shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓  **15.5.1 Comprehensive General Liability Insurance** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Aggregate Reduction: CONSULTANT shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONSULTANT will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓  **15.5.2 Workers' Compensation and Employers' Liability Insurance** covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A Statutory



If the CONSULTANT claims to be exempt from this requirement, the CONSULTANT shall provide the CITY proof of such exemption for the CITY to exempt the CONSULTANT.

Yes No

15.5.3 **Comprehensive Auto Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

If work under the Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

15.5.3.1 If the CONSULTANT requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

✓  15.5.4 **Umbrella/Excess Liability Insurance** in the amount of \$4,000,000 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the form of the General Liability, Auto Liability and Employer's Liability, as applicable. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

Yes No

✓  **15.5.5 Professional Liability/Errors & Omissions Insurance** with a limit of liability no less than \$75,000,000 per claim and in the aggregate for wrongful or negligent act including acts where CONSULTANT is acting in its fiduciary capacity. This coverage shall include coverage for any participant lawsuits related to the services provided hereunder. This coverage shall be maintained for a period



of no less than three (3) years after the delivery of goods/services final payment pursuant to the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The CITY shall not be an additional insured on this policy.

Yes No

15.5.7 **Cyber Liability** including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If CONSULTANT is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

15.5.8 **Crime Coverage** shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If the CONSULTANT is physically located on the CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

15.5.13 Other Insurance

## 15.6 REQUIRED ENDORSEMENTS.

15.6.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein, except the Professional Liability/Errors & Omissions Insurance policy.

15.6.2 Waiver of all Rights of Subrogation against the CITY.

15.6.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

15.6.4 CONSULTANT's policies shall be Primary & Non-Contributory.

15.6.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.



15.6.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

15.7 Any and all insurance required of the CONSULTANT pursuant to the Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to the CITY. The CONSULTANT and any subcontractors shall maintain such policies during the term of the Agreement.

15.8 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under the Agreement.

15.9 The insurance requirements specified in the Agreement are minimum requirements and in no way reduce any liability the CONSULTANT has assumed in the indemnification/hold harmless section(s) of the Agreement.

16. **Use of Marks or Likeness.** CONSULTANT may not use CITY's official seal for marketing or publicity purposes as prohibited by §165.043, Florida Statutes, as may be amended from time to time. CONSULTANT acknowledges and agrees to obtain prior written consent from CITY prior to using any of CITY's protected service marks or CITY's likeness for any reason, including marketing purposes; such written request must specifically identify the desired use and the period of use. Any authorization granted by CITY pursuant to this section shall terminate at the expiration or termination of the Agreement. Any unauthorized use of CITY's marks or likeness is strictly prohibited and failure to comply with this section shall be considered a material breach of the Agreement for which CITY may terminate.

17. **Entire Agreement.** The Parties agree that the Consulting Agreement and this Addendum represent the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of the Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

18. **Conflict.** In the event of any conflict or ambiguity by and between the terms and provisions of the Consulting Agreement and this Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.

19. **Binding Authority.** Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.



20. **Counterparts and Execution.** The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
21. **Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., as may be amended from time to time, a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.
22. **Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., as maybe amended from time to time, an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the CONSULTANT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.
23. **Human Trafficking.** Pursuant to Section 787.06(13), Florida Statutes, as may be amended from time to time, non-governmental agencies contracting with CITY are required to provide an affidavit attesting that the non-governmental agency does not use coercion for labor or services as defined within Section 787.06, Florida Statutes. By executing this Agreement and submitting the executed required affidavit, the CONSULTANT represents and warrants that it does not use coercion for labor or services as provided by state law.
24. **Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended from time to time, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public



entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, CONSULTANT certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

25. **Compliance with Foreign Entity Laws.** CONSULTANT (“Entity”) hereby attests under penalty of perjury the following:

- 25.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 25.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 26.2 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 26.3 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 26.4 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 26.5 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**SIGNATURE PAGE AND  
AFFIDAVIT OF COMPLIANCE WITH  
HUMAN TRAFFICKING LAWS FOLLOW**



*City of Pembroke Pines*

**IN WITNESS OF THE FOREGOING**, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

MAYOR ANGELO CASTILLO

ATTEST:

BY: \_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER  
GABRIEL FERNANDEZ, CITY CLERK

**VENDOR:**

RPW Solutions, LLC d/b/a BCG Pension Risk  
Consultants

Signed By: Michael E. Devlin

Date Signed: January 6, 2026

Printed Name: Michael E. Devlin

Title: Principal



**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: January 6, 2026

ENTITY: RPW Solutions, LLC d/b/a BCG Pension Risk Consultants

SIGNED BY: Michael E. Devlin

NAME: Michael E. Devlin

TITLE: Principal