

# ARKANSAS GENERAL ASSEMBLY



Senator Bill Sample  
Senate Co-Chair

Representative Les Warren  
House Co-Chair

## JOINT COMMITTEE ON PUBLIC RETIREMENT AND SOCIAL SECURITY PROGRAMS

May 7, 2019

The Honorable Linda Chesterfield, Senate Chair  
The Honorable Ken Bragg, House Chair  
Arkansas Legislative Council – Policy-Making Subcommittee  
Room 315, State Capitol  
Little Rock, AR 72201

**RE: Contract for Actuarial Services**

VIA ELECTRONIC MAIL

Dear Senator Chesterfield and Representative Bragg:

This letter is to report that the Joint Committee on Public Retirement and Social Security Programs voted on March 25, 2019 to renew its contract with Osborn, Carreiro & Associates, Inc. to continue to provide actuarial services to the committees of the Arkansas General Assembly. The new contract will be effective July 1, 2019 through June 30, 2021 for a maximum amount of \$160,000.00. A copy of the contract is on file with the Bureau of Legislative Research.

Please feel free to contact either of us if you have any questions.

Respectfully submitted,

*Bill Sample /hh*

*Les Warren /hh*

Senator Bill Sample  
Senate Co-Chair

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House Co-Chair

## ACTUARIAL CONSULTANT SERVICES AGREEMENT

This Actuarial Consultant Services Agreement (this "Agreement") is between Osborn, Carreiro & Associates, Inc. ("Osborn"), located at 124 W. Capitol Ave., Ste. 1690, Little Rock, AR, 72201, and the Bureau of Legislative Research ("BLR"), located in the State Capitol Building, Room 315, 500 Woodlane Street, Little Rock, Arkansas 72201.

Osborn and the BLR hereby agree as follows:

1. **Services to be performed.** The BLR hereby retains Osborn to provide consultant and actuarial services as required by the Joint Committee on Public Retirement and Social Security Programs (the "Committee") and other committees of the Arkansas General Assembly, to include the following (the "Services"):
  - Provide cost analysis, as requested for proposed legislation;
  - Attend committee meetings, as requested, to provide routine actuarial consultation on technical, policy, legal, or administrative questions;
  - Communicate new developments/trends in public retirement programs and provide improvement recommendations;
  - Assist in preparation of proposed changes to governing retirement laws;
  - Provide consultation and advisory services in the policy and administrative problems of new legislative implementation;
  - Provide consultation and advisory services to legislative committees or task forces for actuarial projects, as approved by the legislative committee or task force;
  - Develop and provide various tables and factors as needed by legislative committees;
  - Keep committees advised on developments in federal legislation and regulations regarding financing, benefits, vesting, fiduciary responsibility, disclosure, etc.;
  - Be readily accessible to committee members and staff; and
  - Be available for periodic educational discussions with committees and staff.

A request for services to be provided under this Agreement for a legislative committee or task force, other than the Committee, shall first be submitted to the Legislative Council for approval, or the Executive Subcommittee of the Legislative Council during a legislative session, prior to provision of the services.

2. **Deliverables.** Osborn will prepare reports and analyses based on requests of the Committee or other committees of the General Assembly (the "Deliverables") to be provided to the BLR for use by the Committee and other committees of the Arkansas General Assembly. Except for the following, the BLR will own the Deliverables: (a) working papers of Osborn; (b) pre-existing Osborn materials or studies used in the provision of the Services and the Deliverables; (c) Osborn know-how and processes used in the provision of the Services and Deliverables as well as any and all intellectual property owned by Osborn that may be employed in providing the Services and Deliverables. Osborn is providing the Services and Deliverables for the use and benefit of the Committee and the Arkansas General Assembly. The Services and Deliverables are not for a third party's use, benefit or reliance, other than members of the General Assembly. Except as described in Section 8 of this

Agreement, Osborn shall not discuss the Services or disclose the Deliverables until such time that the BLR provides Osborn notice that the BLR has disclosed the Services and Deliverables to third parties.

3. **Term and Termination.** The term of this Agreement will commence on July 1, 2019 and terminate on June 30, 2021, with an option to renew for an additional six (6) month period upon mutual agreement of the parties if the need of the Committee or the Arkansas General Assembly merits an extension.

Either party may terminate the Agreement by giving ten (10) days prior written notice.

4. **Fees and Expenses.** The Fees and Expenses related to this Agreement are outlined in the Fee Schedule that is incorporated in this Agreement by reference as Attachment A. The maximum amount BLR will pay to Osborn for the provision of the Services is One Hundred and Sixty Thousand Dollars (\$160,000). This total contract amount includes the time spent in the completion of the Services, as well as other administrative costs including without limitation secretarial, bookkeeping, budget preparation, monitoring, and auditing services. The total maximum contract amount will cover any and all expenses for travel related to performing the Services under this Agreement. With the exception of the months during a regular legislative session, Osborn shall submit itemized invoices to the BLR on a monthly basis, based upon the per hour pricing set forth in the Fee Schedule. For work performed during a regular legislative session, Osborn shall submit an itemized invoice no later than thirty (30) days after sine die adjournment of the Arkansas General Assembly.
5. **Governing Law.** This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles. Osborn agrees that any claims against the BLR whether arising in tort or in contract, shall be brought before the Arkansas Claims Commission as provided by Arkansas law, and shall be governed accordingly. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the BLR, the Committee, or the Arkansas General Assembly.
6. **Assignment.** This Agreement may not be assigned without the prior written consent of both parties, which either party may withhold for any reason. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
7. **Amendment.** This Agreement may be amended upon agreement of both parties to the Agreement and the approval of the Legislative Council. Any amendment to this Agreement must be in writing and signed by both parties.
8. **Confidentiality.** "Confidential Information" under this Agreement means non-public information that a party marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential information does not include any information which is (a) rightfully known to the recipient prior to its disclosure; (b) released to any other person or entity (including governmental agencies) without restriction; (c) independently developed by the recipient without use of or reliance on Confidential Information; or (d) or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from a non-party.

Each party will protect the confidentiality of Confidential Information that it receives under the Agreement except as required by applicable law, rule, regulation, or professional standard, without the other party's prior written consent. Due to the BLR being a public entity within the State of Arkansas, all terms of this Agreement, including but not limited to fee and expense structure, are subject to disclosure under the Freedom of Information Act of 1967, Ark. Code Ann. § 25-19-101, *et seq.*

If disclosure of Osborn's Confidential Information is required by law, rule, regulation, or professional standard, (including any subpoena or other similar form of process), the BLR shall provide Osborn with prior prompt written notice thereof.

In consideration of Osborn's and BLR's agreement to provide one another with access to their respective Confidential Information, Osborn and BLR each agrees to maintain in confidence all Confidential Information of the other. Except as provided in this Agreement, neither Osborn nor BLR shall in any manner disclose any Confidential Information of the other to any person, entity, firm or company whatsoever, without the express written consent of the other. Osborn and BLR shall each take all steps necessary to ensure that their respective affiliates, officers, employees, independent contractors, agents and other representatives (collectively "Representatives") maintain the Confidential Information in confidence.

9. **Restriction of Boycott of Israel.** Osborn hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Osborn and BLR have executed this Agreement this \_\_\_\_ day of May, 2019.

**Osborn, Carreiro & Associates, Inc.:**

\_\_\_\_\_

**Steve Osborn, President**

\_\_\_\_\_

**Date**

**BUREAU OF LEGISLATIVE  
RESEARCH:**

\_\_\_\_\_

**Marty Garrity, Director**

\_\_\_\_\_

**Date**

**ATTACHMENT A – FEE SCHEDULE**



# Osborn, Carreiro & Associates, Inc.

ACTUARIES • CONSULTANTS • ANALYSTS

One Union National Plaza, Suite 1690  
124 West Capitol Avenue  
Little Rock, Arkansas 72201  
(501)376-8043 fax (501)376-7847

March 15, 2019

Bureau of Legislative Research  
Director's Office  
500 Woodlane Street  
State Capitol Building, Room 315  
Little Rock, AR 72201

RE: Actuarial Consultant Services Agreement  
Attachment A

Ladies and Gentlemen:

This letter provides an update of our actuarial fees involved with the continuance of our contract with the Joint Committee on Public Retirement and Social Security Programs (Committee) for the period beginning July 1, 2019 and ending June 30, 2021. The hourly rates by position described in the proposal is as follows:

	Price per Hour	No. Positions
Lead Actuary, Primary Contact	\$210	1
Supervising Actuary	\$260	1
Support Actuary	\$150	2
Support Staff	\$90	1

The maximum price per project (where a project is a cost impact study for a legislative proposal) during each legislative session is shown below. The maximum price per month based on the amount of work requested by the Committee or other legislative committees as directed by BLR is also shown in the table below:

<u>Description</u>	<u>Price per Project (during Sessions)</u>	<u>Price per Month (during Interims)</u>
Professional Hourly Rates	\$1,600	\$4,000
Subcontractors	0	0
Travel	0	0
Additional Goods & Services	0	0
Total Price per Project/Month	\$1,600	\$4,000

The work completed during Interims may be on one proposal or multiple proposals and may span several months as services are requested during these periods. The maximum contract amount for the services during the biennium covered by this contract would be \$160,000.

Osborn, Carreiro and Associates also certifies that:

1. Any cost not identified on this schedule but subsequently incurred will be the responsibility of the Vendor.
2. This pricing quotation is good for a 180-day acceptance period.
3. We certify the following:
  - a. Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition;
  - b. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition;
  - c. The person signing this proposal is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this RFP; and
  - d. The prices in this proposal have not been knowingly disclosed by the proposer and will not be prior to award to any other proposer.

Please let us know if you need any additional information. We are looking forward to continuing to work with the committee.

Sincerely,



Jody Carreiro, ASA, MAAA, EA, FCA  
Vice President & Actuary