



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: January 28, 2025

- ☒ Consent Agenda Item
- ☐ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

ITEM #: 9

INITIATED BY: Caitlin Kesner

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets



TO: Noblesville Board of Public Works and Safety
FROM: Caitlin Kesner, Deputy Controller
SUBJECT: McCready & Keene (One America) - GASB 74/75 Compliance Service Agreement
DATE: January 28, 2025

I recommend the Board of Public Works approve the attached renewal new agreement with a current vendor for an existing service to the City.

McCready & Keene (One America), Inc will calculate the City's other post-employment liability in accordance with Governmental Accounting Standards Board (GASB) rules. That calculation is required for completion of the City's Comprehensive Annual Financial Report (CAFR).

The fee for this service will be at least \$7,000 but not more than \$9,000, which is a slight increase due to employee population growth.

This agreement is for analysis associated with fiscal year-end reporting for 12/31/2024. A copy of the agreement is attached for your review.

I am available at your call to answer any questions about this agreement.

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as “City”) and **McCready & Keene (One America)** (hereinafter referred to as “Contractor”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The “Agreement”, as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate December 31st, 2025, (“Termination Date”) unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Exhibit A. Compensation shall not exceed \$9,000.
- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.

5.5 Ownership.

- 5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability: \$2,000,000 General Aggregate
 \$2,000,000 Products & Completed Ops.
 \$1,000,000 Bodily Injury / Prop. Damage
 \$1,000,000 Personal / Advertising Injury
 \$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability: \$500,000 Per Accident
Coverage Details All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability \$1,000,000 Each Occurrence
 \$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

- 5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.
- 5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.

- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
McCready & Keene (One America)
Attn: Phillip Loftus
PO Box 368
Indianapolis, IN 46206

To City:
City of Noblesville
Attn: Caitlin Kesner
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
City Attorney
16 S. 10th Street
Noblesville, IN 46060

- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 5.13 Conflict of Interest.
- 5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.

- 5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.16 Applicable Laws; Forum.
- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.
- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- 5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

- 5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- 5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
- 5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.
- 5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

OneAmerica ("Contractor")

By: 

Date: 1/21/2025

Printed: Phillip Loftus

Title: Senior Director

Approved by the Board of Public Works and Safety of the City of Noblesville this XX XX day of XX XX XX XX XX 202XX.

XX XX XX
JACK MARTIN, PRESIDENT

XX XX XX
JOHN DITSLEAR, MEMBER

XX XX XX
LAURIE DYER, MEMBER

XX XX XX
ROBERT J. ELMER, MEMBER

XX XX XX
RICK L. TAYLOR, MEMBER

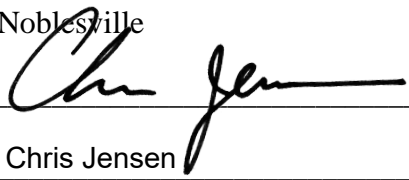
ATTEST:

XX XX XX
EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

City of Noblesville

By: _____



Printed: Chris Jensen

Title: Mayor

Date: 01/23/2025

**SERVICE AGREEMENT
and
BUSINESS ASSOCIATE AGREEMENT**

This Agreement is made and entered into effective the 9th day of January, 2025, between the City of Noblesville, Noblesville, Indiana (hereinafter referred to as "Employer") and McCready and Keene, Inc. (a OneAmerica Financial Partners, Inc. company), Indianapolis, Indiana (hereinafter referred to as "McCready"), for report services with regard to Calculation Services (as defined in Section 2.1(c) herein). This Agreement will also include disclosures under the Health Insurance Portability and Accountability Act of 1996 and serve as a Business Associate Agreement under that Act.

The parties hereto agree as follows:

1. Services by McCready

McCready expressly agrees that it shall review the benefit plans as they pertain to Calculation Services and provide actuarial services in accordance with the Actuarial Standards of Practice, the Actuarial Code of Professional Conduct, and the applicable accounting rules with regard to Calculation Services. McCready will complete the necessary calculations and will then create an actuarial valuation (hereinafter referred to as "Report") with regard to Employer's retiree medical and other postemployment benefits (other than pensions). The Report will review information regarding active participants who are potentially eligible for these benefits and retirees currently receiving postemployment benefits from Employer. The Report will include the required disclosure information and the annual expense for each fiscal year as outlined in the Report. McCready's services will include the appropriate review, calculations, a written Report, and one on-site visit to discuss the results of the Report.

2. HIPAA Compliance

The Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), and its implementing regulations, the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Security Standards for Protection of Electronic Health Information (the "Security Rule"), require McCready to protect the privacy rights of persons covered under Plans for which Calculation Services are completed by McCready for Employer (also referred to as "Covered Entity"). Under HIPAA, McCready is considered a Business Associate of Covered Entity because it has undertaken to complete Calculation Services, and HIPAA requires McCready and Covered Entity to enter into a Business Associate Agreement in order to permit the appropriate exchange of Protected Health Information and Electronic Health Information (collectively "PHI") between Covered Entity and McCready. McCready has also adopted a Privacy Policy (a copy of which is attached) that reflects its privacy practices and procedures.

2.1 Definitions

The following definitions are included in this Agreement to comply with requirements of the Privacy Rule and the Security Rule under HIPAA:

- a. "Agreement" means this Agreement between McCready and Employer, on behalf of the Covered Entity.
- b. "Business Associate" means McCready.
- c. "Calculation Service" or "Calculation Services" means actuarial services for postretirement or postemployment non-pension benefits (sometimes referred to as "FASB ASC 715-20/60, FAS 112, GASB 74/75, IAS 19, SSAP 14, or Medicare Part D") with regard to employer liability and disclosure for these benefits, which may include, but are not limited to, health insurance, dental insurance, life insurance, etc.
- d. "Covered Entity" means any health care plan of Employer for which Calculation Services apply.
- e. "Designated Record Set" means any item, collection or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for a Covered Entity.
- f. "Electronic Health Information" or "EPHI" means Protected Health Information that is transmitted or maintained by or in electronic media, as defined by 45 CFR Section 160.103.
- g. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act of 2009, as amended.
- h. "Individual" means a person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.
- i. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, as amended or modified by HITECH or other applicable laws or regulations.
- j. "Protected Health Information" or "PHI" means all individually identifiable health information transmitted or maintained by a Covered Entity. For purposes of this Agreement, PHI is limited to information created or received by the Business Associate from or on behalf of a Covered Entity for the purpose of completing Calculation Services.

- k. "Required By Law" means a mandate contained in law that compels a Covered Entity to make a use or disclosure of PHI and that is enforceable in a court of law.
- l. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or his or her designee.
- m. "Security Rule" shall mean the Security Standards for Protecting Electronic Health Information at 45 CFR parts 160 and 164, as amended or modified by HITECH or other applicable laws or regulations.

Any definitions of terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in the Privacy Rule of HIPAA.

2.2 Obligations and Activities

- a. McCready agrees to not use or disclose PHI or EPHI other than as permitted or required by this Agreement or as Required By Law.
- b. McCready agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- c. McCready agrees to mitigate, to the extent practicable, any harmful effect that is known to McCready of a use or disclosure of PHI by McCready in violation of the requirements of this Agreement, the Privacy Rule, or the Security Rule.
- d. McCready agrees to report to Covered Entity any use or disclosure of PHI or EPHI not provided for by this Agreement of which it becomes aware.
- e. McCready agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from or created or received by McCready on behalf of Employer agrees to the same restrictions and conditions that apply through this Agreement to McCready with respect to such information.
- f. McCready agrees to provide access, at the request of Employer, to PHI in a Designated Record Set to an Individual in order to meet the requirements under 45 CFR §164.524 and in accordance with the Privacy Policy. McCready may charge a reasonable fee for any information provided to the same extent as could be charged pursuant to 45 CFR §164.524(c)(4).
- g. McCready agrees to make any amendment(s) to PHI in a Designated Record Set if requested pursuant to 45 CFR §164.526 at the request of Employer, a Covered Entity, or an Individual.

- h. McCready agrees to make internal practices, books, and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by McCready on behalf of Employer available to the Secretary or his designee for purposes of the Secretary determining compliance with the Privacy Rule or the Security Rule.
- i. McCready agrees to document such disclosures of PHI and information related to such disclosures as would be required to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- j. McCready agrees to provide to Employer, a Covered Entity, or to an Individual information collected in accordance with the Agreement to permit McCready or Employer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

2.3 Permitted Uses and Disclosures Except as otherwise limited in this Agreement:

- a. McCready may use or disclose PHI to perform functions, activities, or services for or on behalf of Employer, provided that such use or disclosure would not violate the Privacy Rule if done by either party or would not exceed the minimum necessary policies and procedures of HIPAA.
- b. McCready may use PHI for its proper management and administration or to carry out its legal responsibilities and disclose it for those purposes but only if the disclosures are Required By Law or if McCready obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies McCready of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. McCready may use PHI to provide Data Aggregation services as permitted by 45 CFR §164.504(e)(2)(i)(B).
- d. McCready may de-identify PHI that it receives from or on behalf of Employer or PHI that it creates for Employer and use and disclose the de-identified data in any manner permitted by law.
- e. McCready may use or disclose PHI in any other manner permitted by law.

2.4 Obligations

- a. McCready shall not use or disclose PHI except as permitted or required by this Agreement or as Required by Law.

- b. McCready will provide Employer with a copy of its Privacy Policy, including any amendment thereto. McCready shall notify Employer of any limitation(s) in its privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Employer use or disclosure of PHI.
- c. Each party shall notify the other party of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect the use or disclosure of PHI by either party.
- d. Each party shall notify the other of any restriction to the use or disclosure of PHI that has been agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the use or disclosure of PHI. If Employer agrees to any restriction that materially increases McCready's cost of performing its Calculation Services (other than a restriction required by 45 CFR §164.522(b)(ii)), Employer shall pay an additional fee, as needed, to defray the additional cost.

2.5 Permissible Requests

- a. Except as otherwise limited in this Agreement, McCready may use PHI to complete Calculation Services required for Employer based on information provided by Employer and/or the Covered Entity.
- b. McCready shall not request to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Privacy Policy. However, this will not be deemed to prevent McCready from using or disclosing PHI for Data Aggregation or management to the extent required by this Agreement or administrative activities.
- c. McCready shall not request Employer or a Covered Entity to disclose to it PHI in excess of the minimum necessary to satisfy the need that underlies any such request.

3. Not an Agreement to Audit Data

This Agreement does not contemplate nor shall it provide a service designed to audit data, discover errors, omissions, misrepresentations, fraud, illegal acts, or other misuses of assets. However, McCready will inform Employer of such matters if they are observed.

4. Obligations of Employer

Employer expressly agrees that it shall perform the obligations set out in this Agreement, and shall use its best efforts in completing its obligations timely, accurately, and professionally. Such obligations may be amended from time to time upon the agreement of both parties.

- a. Employer agrees to furnish the data required by McCready to perform the contracted services for the Report, and such data shall be delivered to the offices of McCready in the form specified. The fees stated in this Agreement assume that data is transmitted to McCready electronically in the format requested by McCready. Failure to provide data in such form will result in higher fees based upon any additional time incurred for processing. All reports generated by McCready will be based on the data provided by Employer.
- b. Employer also authorizes McCready to contact the Plan's accountant, attorney, broker, insurance agent, or other financial advisor, including any financial institution, as needed, for information necessary to perform services. Employer will notify any individual or organization holding information to provide such information to McCready if it is needed to complete the Report. McCready shall assume all data provided to it is accurate as received and bears no responsibility to verify the accuracy of such data or to audit such information.

5. Assignment

McCready may not assign this Agreement or its rights and responsibilities outside its mutual insurance holding company (OneAmerica Financial Partners, Inc.) without prior written consent from Employer, which shall not be unreasonably delayed or withheld. McCready reserves the right to subcontract work covered by this agreement to affiliates within its mutual insurance holding company or to subcontract work to a third-party health actuary. McCready will not request prior written consent in connection with a name change, corporate reorganization, merger, or the sale of substantially all of its business or assets.

6. Term and Termination

The term of this Agreement shall continue from year to year, until all work is completed or until it is terminated by either party. Except as otherwise provided herein, either party shall have the right to terminate this Agreement with or without cause, at any time, by giving ninety (90) days written notice of the termination to the other party. In the event of termination, Employer will pay for all work completed by McCready through the end of the notification period.

After this Agreement is terminated for any reason, including the completion of any Reports which Employer has requested McCready complete, the following will apply with regard to the Privacy Rule:

- a. All of the PHI provided to McCready by Employer or a Covered Entity, or created or received under this Agreement, will be destroyed or returned. If for some reason it is not feasible to return or destroy PHI, McCready shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible as long as McCready holds and maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of McCready.

- b. Upon one party's knowledge of a material breach by the other party, the party with the knowledge shall give written notice detailing the nature of the breach to the other party. The offending party shall be given an opportunity to cure the breach or end the violation. If the offending party fails to substantially cure the breach within 30 days after receiving notice from the other party, this Agreement may terminate. However, if termination is not feasible, the aggrieved party will report the violation to the Secretary.

7. Compensation

Employer hereby agrees to pay McCready up to nine thousand dollars (\$9,000) for the work needed to prepare the requested Postretirement or Postemployment Medical Calculations Reports. If after receipt of a Report, alternative calculations using different assumptions and/or plan provisions are requested, those calculations will be prepared for a fee based on an hourly rate of four hundred dollars (\$400). Payment is expected within thirty (30) days of receipt of an invoice. Interest will be charged at a rate of one percent (1%) per month on any balance due that exceeds thirty (30) days. McCready retains the right to withhold additional services in the event that bills are not paid timely and completely.

Fees are only guaranteed for a one-year period.

8. Privacy and Records

McCready shall maintain procedural, physical, electronic, and contractual safeguards to secure the confidentiality of all information pertaining to Employer. McCready shall restrict access to such information to those that have a legitimate business need to know but only after prior written approval by Employer. McCready shall not discuss, disclose, or reveal information except as required by federal or state law, subpoena, court order, or regulatory agency examiners, provided that prior written notice of such disclosure is furnished to Employer as soon as practicable to afford Employer an opportunity to seek a protective order or other appropriate remedy to protect confidential information.

Employer is the owner of the reports prepared in conjunction with this Agreement along with any information provided by Employer for the preparation of the Report. In the event Employer provides to McCready data of a confidential nature that McCready does not need to complete its duties, McCready shall return such information immediately.

9. Destruction of Records

McCready shall maintain file copies of the Report delivered to Employer along with the supporting information used to develop those reports only for six (6) years. McCready may destroy original documents as McCready deems appropriate, at any time, as long as McCready retains imaged or similarly reproduced electronic records of such original documents.

10. Miscellaneous

- a. Any reference in this Agreement to a section in the Privacy Rule means that rule or section as in effect or as amended.
- b. The parties agree to take such action as is necessary to amend this Agreement from time to time as necessary for the Plan to comply with the requirements of the Privacy Rule and Security Rule.
- c. The respective rights and obligations of each party under Section 6 of this Agreement shall survive the termination of this Agreement.
- d. If there is any ambiguity in this Agreement, it shall be resolved to comply with the Privacy Rule and/or the Security Rule, as applicable.

11. Severability

The parties intend each and every provision of this Agreement to be severable. In the event that any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.

12. Notices

All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, when sent by facsimile transmission with proof of receipt by the recipient, or three days after being mailed postage prepaid by certified U.S. mail to the address of the party as set forth below or such other address which a party provides to the other by written notice. Each party to this Agreement shall notify the other parties of any change in its address. Such notification shall be provided as follows:

If to Employer:

Jeffrey L Spalding
CFO & Controller
City of Noblesville
16 South 10th St
Noblesville, IN 46060
Phone: (317) 776-6328 ext 2201
Fax: N/A
E-mail: jspalding@noblesville.in.us

If to McCready:

Phillip Loftus
VP, Actuarial Services
McCready and Keene, Inc.
P.O. Box 6094
Indianapolis, IN 46206-6094
Phone: (317) 285-2391
Fax: (317) 285-6466
E-Mail: phil.loftus@oneamerica.com

13. Governing Law and Attorney's Fees

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of Indiana.

In the event of any litigation, arbitration, or other legal proceedings between the parties, each party will be responsible for their own attorney's fees and all costs. The parties agree that all litigation, arbitration, or other legal proceedings under this Agreement shall be brought in the courts of the State of Indiana.

14. Indemnification

The parties shall indemnify to the extent identified by Indiana law and hold harmless each other from all demands, claims, actions, assessments, losses, damages, and reasonable attorney's fees and costs as a result of any liability arising from any action or failure to act resulting from compliance with instructions received from the other party, except to the extent it is determined such action or failure to act is directly attributable to gross negligence, willful misconduct, or violation of applicable law by the offending party. Notwithstanding the preceding, McCready's liability shall be limited to the maximum compensation indicated in Section 7 of the Agreement.

15. Force Majeure

McCready is not responsible or liable for any failure or delay in the performance of its obligation under this agreement arising from or caused directly or indirectly by circumstances beyond its control, including acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunction of utilities or communication services, acts of civil or military authority, or governmental action.

16. Entire Agreement

This Agreement and its Exhibits constitute the entire understanding of the parties, superseding all prior agreements, understandings, negotiations, and discussions between them whether written or oral, and there are no other understandings, representations, warranties, or commitments with respect thereto.

17. Acceptance

This agreement may either be signed by Employer and a copy returned to McCready, or, in lieu of written acceptance of this Agreement, the Employer's acceptance of services and/or payment of fees under this Agreement will constitute acceptance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows.

City of Noblesville

By: _____

Signature

Printed

Title

Date

McCready and Keene, Inc.

By:  _____

Signature

_____ Phil Loftus, FSA, EA, MAAA

Printed

_____ Vice President, Actuarial Services

Title

_____ 1/9/2025

Date

McCready and Keene, Inc. Privacy Policy

In the course of providing actuarial, record keeping, and other administrative services for our clients and their retirement and other employee benefit plans, we receive participant information and related financial data from employees and financial institutions in connection with such plans. This Privacy Policy establishes the following guidelines for how our McCready and Keene, Inc. and its employees are to deal with any such information:

1. The use of information is specifically limited to those activities for which we have been employed. Such information will be used to compile reports and other materials, including the processing of plan benefits, as appropriate, in connection with our services to the plan(s) and the participants to which such information relates.

2. Computer files and hard copies containing such information are maintained as deemed appropriate for providing ongoing services to the plans involved in a manner reasonably designed to preserve their confidentiality.

3. The Company has a shredding policy and a contract with a vendor providing shredding and certified disposal services for all materials containing client information. This policy is designed to prevent inadvertent disclosure of client information contained on discarded materials.

4. If the Company learns that any client or participant information is disclosed to a third party without the client's permission, the Company will notify the client of such breach and comply with rules and regulations related to this matter.

5. Our records retention policy generally involves the retention of materials for ongoing clients as long as they are deemed pertinent to those services. Some older records are transferred from time to time to an off-site storage facility maintained by a third party in that business. From time to time, we direct the disposal of certain stored information that is no longer needed in connection with our services. The storage facility has contracted to dispose of such materials in a manner designed to protect the confidentiality of any client information contained in the materials. The storage facility's security procedures also ensure that such stored materials can only be delivered to one of our authorized employees. When a client terminates our services, we will retain records for six years, and then such records will be disposed of in due course in a manner designed to protect client and participant confidentiality.

6. The names of representative clients may be used with their permission from time to time as references in connection with our efforts to obtain new business, but specific financial information on clients and their plans and participating employees is not used for any purpose other than providing the agreed services to individual clients and is not disclosed to anyone outside the Company, except as required in connection with providing our agreed services or as required by law.

7. Our Employee Manual emphasizes the importance of using client information only in connection with providing our professional services. Employees are prohibited from disclosing client information to anyone outside the Company, except as required in connection with our agreed services.

8. We also will comply with any legal process that might require the disclosure of certain client information. However, it is generally the Company's policy to notify the client before complying with any request for production of documents pursuant to subpoena or in any other legal proceeding.

9. We maintain internal security procedures with regard to our premises and our computer systems to restrict access to any information provided to us so that we can provide services for our clients, including their employees and plan participants. Our policy applies to both active and former clients.



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: January 14, 2025 (put N/A if not submitting to BoW/Park Board)

Vendor name: McCreedy & Keene (One America)

Vendor Address: PO Box 368, Indianapolis, IN 46206

Brief description of purchase: GASB 74/75 Compliance Svcs - Other Post Employment Benefits (OPEB)

Source of Funding:

- ☒ Current Year Operational Budget
☐ Subsequent Year Operational Budget¹
☐ Funding not yet finalized (attach explanation)²
☐ Loan or debt proceeds
☐ Non-Appropriated Fund³

Fund #	101
Department #	003
Project # (NA if no project #)	n/a
Expense Object #	Amount
#1	312.100 \$ 9,000.00
#2	
#3	

- 1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.
2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.
3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- ☒ Yes Select for all purchases/contracts that will not be paid immediately
☐ No Select ONLY if department plans to initiate payment immediately

Additional Comments: _____

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director


(Signature)

Jeffrey L. Spalding

(Printed Name)

1/9/2025
(Date)

Please email completed form to OFAbudget@noblesville.in.gov

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- ☒ Purchase Order Created PO # (if applicable): 250044
☐ Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)
OFA Signature Caitlin Kesner
☐ No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments: _____

Initials: CK

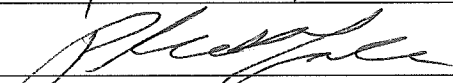
Date: 1/14/25

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): ~~Phillip~~ OneAmerica

By (Written Signature): 

(Printed Name): Phillip Leesters

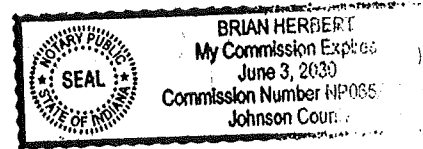
(Title): Senior Director

Important - Notary Signature and Seal Required in the Space Below

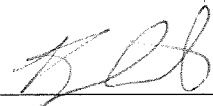
STATE OF Indiana

COUNTY OF Marion

SS:



Subscribed and sworn to before me this 8th day of January, 2025.

My commission expires: June 3, 2030 (Signed) 

a. Residing in Johnson County, State of Indiana



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. SALESFORCE TOWER 111 MONUMENT CIRCLE, SUITE 4300 INDIANAPOLIS, IN 46204-2492	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: Indianapolis.CertRequest@marsh.com FAX (A/C, No): 212-948-0802														
INSURED McCready and Keene, Inc. P.O. Box 6100 Indianapolis, IN 46206-6100	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Great American Fidelity Insurance Company</td><td>41858</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great American Fidelity Insurance Company	41858	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

CHI-010684146-13

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY		MPL1751128	11/01/2024	11/01/2025	LIMIT 2,000,000 DEDUCTIBLE 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Noblesville - OFA
16 South 10th Street
Noblesville, IN 46060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC