

REQUEST FOR PROPOSAL
OTHER POST-EMPLOYMENT
BENEFIT TRUST FUND
MANAGEMENT SERVICES

The City of La Quinta invites proposals from qualified firms to establish and provide administration and investment oversight for Irrevocable Trust and Investment Management Services for its Other Post-Employment Benefits (OPEB).

Proposal Deadline:
Friday, June 9, 2017
at 5:00PM



Request

The City of La Quinta (City) is inviting proposals to provide Other Post-Employment Benefits (OPEB) trust fund management services. The City plans to have this trust in place by September 2017. This letter and its enclosures comprise the entire request for proposals (RFP) for this project. Responses should be submitted in accordance with the instructions set forth in this RFP.

About the City

The City of La Quinta encompasses approximately 31 square miles, has a residential population of slightly more than 38,394 and is located in the Coachella Valley approximately 25 miles east of Palm Springs, CA.

Incorporated in 1982, governed by a Charter, the City is operated under a City Council/City Manager form of government. Four City Council members are elected at large to serve four-year terms. The Mayor is elected, serving a two-year term to be the City Council administrative head. The Mayor/City Council also serve as Housing Authority members.

The City contracts for some services to its residents and businesses including police, fire, water and refuse disposal. As of May 1, 2017, City employment totaled 80 full-time and 14 part-time employees. The City participates in the State of California Public Employees' Retirement System (PERS).

Copies of the City's recent audited financial statements and budgets are located online at www.la-quinta.org.

Background

The City selected Demsey, Filliger and Associates to complete its most recent actuarial valuation as of July 1, 2014. The valuation conducted at that time determined the city government had 67 active employees who may become eligible to retire and receive benefits in the future and 12 retirees. Additionally as of the date of the valuation, the unfunded actuarial accrued liability (UAAL) was projected to be \$851,125.

Recognizing the benefit of paying down the OPEB unfunded liability, the City Council set aside (\$1,258,059) in 2009/10 specifically for this purpose. In 2011/12 the funding was increased to \$1,523,401 and has remained this amount since. Funds are committed specifically for post-retirement health benefits in General Fund reserves.

Description, Scope and Budget of Proposed Work

The principal elements of this project will be as follows:

The principal elements of this project are to assist City staff with the establishment of a Governmental Accounting Standards Board (GASB) qualified Other Post-Employment Benefits Trust by:

1. Providing recommendations on the appropriate type and form of a trust for the City, (discussing pros and cons of each) including the Internal Revenue Service status of the recommended trust.
2. Helping City staff develop an investment policy statement that will guide investment decisions by the Council or its designee. This may include developing comprehensive investment objectives consistent with the nature of the funds and the longevity of the investment.
3. Performing discretionary portfolio management including investing and reinvesting funds in accordance with those objectives and guidelines, and all applicable laws and regulations.
4. Keeping complete records of all transactions with regard to investment of funds, monitoring performance, and providing for periodic reports to the City.
5. Providing statements, portfolio analysis, and performance comparisons quarterly or as agreed upon by the City.
6. Receiving ongoing contributions into the Trust and processing requests for distributions.

Submission Information

The deadline for proposal submissions is **Friday, June 9, 2017 at 5:00PM**. Firms should send their proposal to:

City of La Quinta
Attn. Karla Campos, Finance Director
78495 Calle Tampico
La Quinta, CA 92253

Proposals delivered after this deadline or to the wrong location will be rejected and returned without exception.

Inquiries

The deadline for submitting questions is **Friday, June 2, 2017 at 5:00PM**. All inquiries must be in writing via e-mail or fax to:

Karla Campos, Finance Director
kcampos@la-quinta.org
760-777-7105 FAX

Content of Proposal Submission

Interested trusts providers should submit five (5) copies of the proposal in response to the information requested below and should address all requested information. Any additional information the firm wishes to provide should be included in an appendix to the proposal.

General Submission Requirements:

1. A transmittal letter signed by an official authorized to enter into contracts for the firm should refer to this RFP by title and date. It should include the name and number of a contact person for the proposal.
2. Provide evidence that the firm meets legal requirements to provide trust services in the State of California.
3. Provide evidence and reporting artifacts to show that the proposed trust program reporting is compliant with the requirements of Governmental Accounting Standards Board (GASB) Statements 43 and 45.

Proposals should be prepared and organized with the following major section headings and content:

1. Qualifications and Experience

- A brief description of the firm and its various business functions;
- A description of the qualifications and previous experience on similar or related projects including performance history;
- Brief resumes for the key staff members assigned, including professional qualifications and experience related to trust management;

- Contact information of three local government agencies for which the firm provides or has provided similar services (agency name, contact individual, mailing address, phone number and email address);
- A description of the relationship, qualifications and experience of any subcontractors to be used in administering trust services.

2. Business approach/philosophy

A description of your business approach and philosophy of providing OPEB trust management services including how this would be most appropriate for the City of La Quinta.

3. Trust and fiduciary services

A description of the legal form of the trust, the services it provides, and how trust administrative transactions such as contributions and distributions will be controlled and executed.

4. Investment services

A description of the OPEB investment, advisory, and management services offered including information on your investment policy and asset allocation policy. Also describe the content and frequency of investment result reporting.

5. Implementation

Describe key tasks, project milestones, dates and responsibilities for implementing the trust, including reports, services or data to be provided by the City. Identify assumptions used in developing the service implementation schedule.

6. Proposed fees

Provide a complete schedule of fees (one-time or recurring) for all services including, but not limited to:

- Investment management fees including policy development, asset allocation recommendation, asset management (including underlying fund or manager fees), and funding analysis
- Trust document and trustee/custodial services (including asset balance based fees)
- Other management, administrative, or transaction fees

7. Financial stability

Provide your latest financial statement and describe in detail the financial history and resources of your company. Disclose any settlements or legal claims where litigation is currently pending or has occurred against your firm within the last five (5) years.

8. Conflicts of interest

Disclose any actual or potential conflicts of interest that may exist with respect to the firm, management, or employees relative to the services provided to the City. If there are no conflicts of interest, the proposal should include a statement to that effect.

9. Insurance

Provide a completed Certificate of Insurance evidencing the coverage types and minimum limits as required in Exhibit A.

10. Proprietary information

All proposals shall become the property of the City of La Quinta once submitted and should not contain information that is confidential or proprietary in nature.

Proposal Terms and Conditions

The City will not pay any costs incurred by the firm in preparing or submitting the proposal. The City reserves the right to modify or cancel, in part or in its entirety, this RFP. The City reserves the right to reject any or all proposals, to waive defects or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form or offer to contract with the City of La Quinta.

Business License requirement

The proposer to whom the award is made must have a valid City of La Quinta business license before execution of the contract. Additional information regarding the City's Business License program may be obtained by calling (760) 777-7060 or by visiting the City's website at: <http://www.laquintaca.gov/business/the-hub-permit-center/business-licences>.

Selection Process/Criteria

Subject to the approval of the City Council, staff will evaluate the proposals based on the following criteria:

- A. Understanding of the services required.
- B. Quality, clarity and responsiveness of the proposal.
- C. Demonstrated competence and professional qualifications necessary for successfully performing the work required.
- D. Background and related experience of the principal individuals to be assigned to provide services.
- E. Approach in providing services including trust and investment options.
- F. Proposed fees.

Proposed Schedule

- A. RFP issuance: Friday, May 12, 2017
- B. Inquiries deadline: Friday, June 2, 2017
- C. Proposal due date: Friday, June 9, 2017
- D. Evaluation of proposals and possible interviews: by Friday, June 30, 2017
- E. Verification of references: by Friday, July 7, 2017
- D. Notification of contract award: Monday, July 10, 2017
- E. Contract approval by City Council: Tuesday, August 1, 2017

Attachments

- A. Exhibit A: City of La Quinta Contract for Professional Services
- B. Actuarial Valuation (July 1, 2014)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and _____ ("Consultant"). The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to _____, Project No. _____, as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "Services"). Consultant represents and warrants that Consultant is a provider of first-class services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of La Quinta business license. Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder. Consultant shall be responsible for all subcontractors' compliance with this Section.

1.4 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the Services to be performed, (b) it has investigated the site where the Services are to be performed, if any, and fully

acquainted itself with the conditions there existing, (c) it has carefully considered how the Services should be performed, and (d) it fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by City, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.5 Standard of Care. Consultant acknowledges and understands that the Services contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant's work will be held to a heightened standard of quality. Consistent with Section 1.4 hereinabove, Consultant represents to City that it holds the necessary skills and abilities to satisfy the heightened standard of quality as set forth in this Agreement. Consultant shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the Services performed by Consultant, and the equipment, materials, papers, and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence. The performance of Services by Consultant shall not relieve Consultant from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to City, when such inaccuracies are due to the negligence of Consultant.

1.6 Additional Services. In accordance with the terms and conditions of this Agreement, Consultant shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, provided that Consultant shall not be required to perform any Additional Services without compensation. Consultant shall not perform any Additional Services until receiving prior written authorization from the Contract Officer, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. It is expressly understood by Consultant that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Consultant to secure the Contract Officer's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer. Compensation for properly authorized Additional Services shall be made in accordance with Section 2.3 of this Agreement.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in Exhibit "D" (the "Special Requirements"), which is incorporated herein by this reference and expressly made a

part hereof. In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

2.0 COMPENSATION

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "B" (the "Schedule of Compensation") in a total amount not to exceed _____ Dollars (\$_____) (the "Contract Sum"), except as provided in Section 1.6. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the Services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City; Consultant shall not be entitled to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Consultant's overall compensation shall not exceed the Contract Sum, except as provided in Section 1.6 of this Agreement.

2.2 Method of Billing. Any month in which Consultant wishes to receive payment, Consultant shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for Services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the Services provided, including time and materials, and (2) specify each staff member who has provided Services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for Services performed in accordance with the terms of this Agreement. Subject to retention pursuant to Section 8.3, City will pay Consultant for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

2.3 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer pursuant to Section 1.6 of this Agreement shall be paid for in an amount agreed to in writing by both City and Consultant in advance of the Additional Services being rendered by Consultant. Any compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer. Any greater amount of compensation for Additional Services must be approved by the La Quinta City Council. Under no circumstances shall Consultant receive compensation for any Additional Services unless prior written

approval for the Additional Services is obtained from the Contract Officer pursuant to Section 1.6 of this Agreement.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. If the Services not completed in accordance with the Schedule of Performance, as set forth in Section 3.2 and Exhibit C, it is understood that the City will suffer damage.

3.2 Schedule of Performance. All Services rendered pursuant to this Agreement shall be performed diligently and within the time period established in Exhibit C (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. Extensions to time period in the Schedule of Performance which are determined by the Contract Officer to be justified pursuant to this Section shall not entitle the Consultant to additional compensation in excess of the Contract Sum.

3.4 Term. Unless earlier terminated in accordance with Sections 8.8 or 8.9 of this Agreement, the term of this agreement shall commence on _____, ____, 20__ and terminate on _____, ____, 20__ ("Initial Term"). This Agreement may be extended for ____ additional year(s) upon mutual agreement by both parties ("Extended Term").

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith:

a. _____

E-mail: _____
b. _____
E-mail: _____
c. _____
E-mail: _____

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. For purposes of this Agreement, the foregoing Principals may not be changed by Consultant and no other personnel may be assigned to perform the Services required hereunder without the express written approval of City.

4.2 Contract Officer. The “Contract Officer” shall be _____ or such other person as may be designated in writing by the City Manager of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions, that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Consultant, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. Any attempted or purported assignment or contracting by Consultant without City’s express written approval shall be null, void, and of no effect. No approved transfer shall release Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents, or its employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Consultant’s employees, servants, representatives, or agents, or in fixing their number or hours of service. Consultant shall perform all Services required herein as an

independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Except for the Contract Sum paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers’ compensation laws regarding Consultant and Consultant’s employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable workers’ compensation laws. City shall have the right to offset against the amount of any payment due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant’s failure to promptly pay to City any reimbursement or indemnification arising under this Section.

4.5 Identity of Persons Performing Work. Consultant represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all of the Services set forth herein. Consultant represents that the Services required herein will be performed by Consultant or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 City Cooperation. City shall provide Consultant with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Consultant only from or through action by City.

5.0 INSURANCE

5.1 Insurance. Prior to the beginning of any Services under this Agreement and throughout the duration of the term of this Agreement, Consultant shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, policies of insurance as set forth in Exhibit E (the “Insurance Requirements”) which is incorporated herein by this reference and expressly made a part hereof.

6.0 INDEMNIFICATION.

6.1 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, agents, and volunteers as set forth in Exhibit F (“Indemnification”) which is incorporated herein by this reference and expressly made a part hereof.

7.0 RECORDS AND REPORTS.

7.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Consultant shall keep, and require any subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the “Books and Records”), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the Books and Records may be given to City, and access shall be provided by Consultant’s

successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7.3 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium prepared or caused to be prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement (the “Documents and Materials”) shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the expiration or termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted documents without specific written authorization by Consultant will be at City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, revise, or assignment. Consultant may retain copies of such Documents and Materials for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

In the event City or any person, firm, or corporation authorized by City reuses said Documents and Materials without written verification or adaptation by Consultant for the specific purpose intended and causes to be made or makes any changes or alterations in said Documents and Materials, City hereby releases, discharges, and exonerates Consultant from liability resulting from said change. The provisions of this clause shall survive the termination or expiration of this Agreement and shall thereafter remain in full force and effect.

7.4 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in the Documents and Materials. Consultant shall require all subcontractors, if any, to agree in writing that City is granted a non-exclusive and perpetual license for the Documents and Materials the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all of the Documents and Materials. Consultant makes no such representation

and warranty in regard to the Documents and Materials which were prepared by design professionals other than Consultant or provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7.5 Release of Documents. The Documents and Materials shall not be released publicly without the prior written approval of the Contract Officer or as required by law. Consultant shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

8.0 ENFORCEMENT OF AGREEMENT.

8.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.8. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

8.3 Retention of Funds. City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Consultant in the performance of the Services required by this Agreement.

8.4 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Consultant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Consultant shall be liable for and shall pay to City the sum of [EIGHT HUNDRED AND FIFTY dollars (\$850.00)] as liquidated damages for each working day of delay in the performance of any of the Services required hereunder, as specified in the Schedule of Performance. In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements, if any, described in the Scope of Services. City may withhold from any moneys payable on account of the Services performed by Consultant any accrued liquidated damages.

8.8 Termination Prior To Expiration Of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.9 for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.3.

8.9 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance

with the provisions of Section 8.2, take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of setoff or partial payment of the amounts owed City as previously stated in Section 8.3.

8.10 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The court may set such fees in the same action or in a separate action brought for that purpose.

9.0 CITY OFFICERS AND EMPLOYEES; NONDISCRIMINATION.

9.1 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event or any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Consultant covenants that neither it, nor any officer or principal of it, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of the Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or

indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.0 MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:
CITY OF LA QUINTA
Attention: Frank Spevacek,
City Manager
78-495 Calle Tampico
La Quinta, California 92253

To Consultant:

10.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument

10.5 Integrated Agreement. This Agreement including the exhibits hereto is the entire, complete, and exclusive expression of the understanding of the parties. It is

understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

10.6 Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by the City Council of City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

10.7 Severability. In the event that any one or more of the articles, phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining articles, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.8 Unfair Business Practices Claims. In entering into this Agreement, Consultant offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials related to this Agreement. This assignment shall be made and become effective at the time City renders final payment to Consultant without further acknowledgment of the parties.

10.9 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.10 Authority. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LA QUINTA,
a California municipal corporation

CONSULTANT:

By: _____

Name: _____

Title: _____

Dated: _____

FRANK J. SPEVACEK, City Manager

Dated: _____

ATTEST:

By: _____

Name: _____

Title: _____

Dated: _____

SUSAN MAYSELS, City Clerk
La Quinta, California

APPROVED AS TO FORM:

WILLIAM H. IHRKE, City Attorney
City of La Quinta, California

Exhibit A
Scope of Services

1. Services to be Provided:

[TO BE PROVIDED BY STAFF (include location of work)]

2. Performance Standards:

[TO BE PROVIDED BY STAFF]

Exhibit B
Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.3 of this Agreement, the maximum total compensation to be paid to Consultant under this Agreement is _____ (\$_____) (“Contract Sum”). The Contract Sum shall be paid to Consultant in installment payments made on a monthly basis and in an amount identified in Consultant’s schedule of compensation attached hereto for the work tasks performed and properly invoiced by Consultant in conformance with Section 2.2 of this Agreement.

[insert Consultant’s schedule of compensation]

Exhibit C
Schedule of Performance

Consultant shall complete all services identified in the Scope of Services, Exhibit A of this Agreement, in accordance with the Project Schedule, attached hereto and incorporated herein by this reference.

[insert Project Schedule]

Exhibit D
Special Requirements

[insert Special Requirements or indicate, "None" if there are none]

Exhibit E
Insurance Requirements

E.1 Insurance. Prior to the beginning of and throughout the duration of this Agreement, the following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-:VI:

Commercial General Liability (at least as broad as ISO CG 0001)
\$1,000,000 (per occurrence)
\$2,000,000 (general aggregate)

Commercial Auto Liability (at least as broad as ISO CA 0001)
\$1,000,000 (per accident)

Errors and Omissions Liability
\$1,000,000 (per claim and aggregate)

Workers' Compensation
(per statutory requirements)

Consultant shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Consultant's acts or omissions rising out of or related to Consultant's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Consultant's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. A certificate evidencing the foregoing and naming City and its officers and employees as additional insured (on the Commercial General Liability policy only) shall be delivered to and approved by City prior to commencement of the services hereunder.

Consultant shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Consultant, its officers, any person directly or indirectly employed by Consultant, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to Consultant's performance under this Agreement. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses

arising out of Consultant's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Consultant shall carry Workers' Compensation Insurance in accordance with State Worker's Compensation laws with employer's liability limits no less than \$1,000,000 per accident or disease.

Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Exhibit to the Contract Officer. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

E.2 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.
- b. Order Consultant to stop work under this Agreement and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Consultant's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or

property resulting from Consultant's or its subcontractors' performance of work under this Agreement.

E.3 General Conditions Pertaining to Provisions of Insurance Coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or

any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

9. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

10. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the exception of professional liability coverage, if required) and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

11. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

13. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

14. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

15. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Exhibit supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

20. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

21. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City

assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

Exhibit F
Indemnification

F.1 General Indemnification Provision.

a. Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Consultant or of any subcontractor), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are cause in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend (with counsel selected by City), and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses, and fees of expert consultants or expert witnesses) incurred in connection therewith and costs of investigation, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees, or subcontractors of Consultant.

F.2 Standard Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible according to the terms of this Exhibit. Failure

of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

a. Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.



February 7, 2015

Ms. Rita Conrad
Finance Director/City Treasurer
City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253

Re: City of La Quinta ("City") GASB 45 Valuation

Dear Ms. Conrad:

This report sets forth the results of our GASB 45 actuarial valuation of the City's retiree health insurance program as of July 1, 2014.

In June, 2004 the Governmental Accounting Standards Board (GASB) issued its final accrual accounting standards for retiree healthcare benefits, GASB 43 and GASB 45. GASB 43/45 require public employers such as the City to perform periodic actuarial valuations to measure and disclose their retiree healthcare liabilities for the financial statements of both the employer and the trust, if any, set aside to pre-fund these liabilities. The City must obtain actuarial valuations of its retiree health insurance program under GASB 43/45 not less frequently than once every three years.

To accomplish these objectives the City selected Demsey, Filliger and Associates (DF&A) to perform an actuarial valuation of the retiree health insurance program as of July 1, 2014. This report may be compared with the valuation performed by DF&A as of July 1, 2011, to see how the liabilities have changed since the last valuation. We are available to answer any questions the City may have concerning the report.

Financial Results

We have determined that the amount of actuarial liability for City-paid retiree benefits is \$1,326,853 as of July 1, 2014. This represents the present value of all benefits expected to be paid by the City for its current and future retirees. If the City were to place this amount in a fund earning interest at the rate of 4.0% per year, and all other actuarial assumptions were exactly met, the fund would have exactly enough to pay all expected benefits.

This includes benefits for 12 retirees as well as 67 active employees who may become eligible to retire and receive benefits in the future. It excludes employees hired after the valuation date.

When we apportion the \$1,326,853 into past service and future service components under the Projected Unit Credit Cost Method, the past service liability (or "Accrued Liability") component is \$851,125 as of July 1, 2014. This represents the present value of all benefits earned to date assuming that an employee earns retiree healthcare benefits ratably over his or her career. The \$851,125 is comprised of liabilities of \$510,175 for active employees and \$340,950 for retirees. Because the City has not established an irrevocable trust for the pre-funding of retiree healthcare benefits, the Unfunded Accrued Liability (called the UAL, equal to the AL less Assets) is also \$851,125.

We have determined that City of La Quinta's "Annual Required Contributions", or "ARC", for the fiscal year 2014-15, is \$106,104. The \$106,104 is comprised of the present value of benefits accruing in the current year, called the "Service Cost", and a 30-year amortization of the UAL. We estimate that the City will pay approximately \$18,026 for the 2014-15 fiscal year in healthcare costs for its retirees and their covered dependents, so the difference between the accrual accounting expense (ARC) and pay-as-you-go is an increase of \$88,078.

There are two adjustments to the ARC that are required in order to determine the City's Annual OPEB Cost (AOC) for the 2014-15 fiscal year. We have calculated these adjustments based on an estimated Net OPEB Obligation (NOO) of \$672,917 as of June 30, 2014, resulting in an AOC for 2014-15 of \$94,106.

We show these numbers in the table on the next page and in Exhibit II. All amounts are net of expected future retiree contributions, if any.

City of La Quinta
Annual Liabilities and Expense under
GASB 45 Accrual Accounting Standard
Projected Unit Credit Cost Method

Item	Amounts for Fiscal 2014-15
Present Value of Future Benefits (PVFB)	
Active	\$985,903
Retired	<u>340,950</u>
Total: PVFB	\$1,326,853
Accrued Liability (AL)	
Actives	\$510,175
Retired	<u>340,950</u>
Total: AL	\$851,125
Assets	<u>(0)</u>
Total: Unfunded AL	\$851,125
Annual Required Contributions (ARC)	
Service Cost At Year-End	\$56,883
30-year Amortization of Unfunded AL	<u>49,221</u>
Total: ARC	\$106,104
Adjustments to ARC	
Interest on Net OPEB Obligation*	26,917
Adjustment to ARC*	<u>(38,915)</u>
Total: Annual OPEB Cost (AOC) for 2014-15	\$94,106

*Amounts based on estimated June 30, 2014 Net OPEB Obligation of \$672,917.

The ARC of \$106,104, shown above, should be used for the 2014-15, 2015-16, and 2016-17 fiscal years, but the Annual OPEB Cost for all three years must include an adjustment based on the Net OPEB Obligation (NOO) as reported in the previous year's financial statement, which is not known precisely in advance.

When the City begins preparation of the June 30, 2014 government-wide financial statements, DF&A will provide the City and its auditors with complimentary assistance in preparation of footnotes and required supplemental information for compliance with GASB 45 (and GASB 43, if applicable).

Differences from Prior Valuation

The most recent prior valuation was completed by DF&A as of July 1, 2011. The Accrued Liability as of that date was \$907,015, compared to \$851,125 on July 1, 2014. This Accrued Liability (AL) is for City-paid benefits only; that is, it is net of expected future retiree contributions. In this section, we provide a reconciliation between the 2011 AL and the 2014 AL, so that it is possible to track the numbers from one actuarial report to the next.

Several factors have caused the AL to change since 2011. The AL increases with the passage of time as employees accrue more service and get closer to receiving benefits, and decreases as outstanding benefit obligations to retirees are satisfied. There are actuarial gains/losses from one valuation to the next, and changes in actuarial assumptions and methodology for the current valuation. The most important of these factors were as follows:

1. There was a gain (a decrease in the AL) of \$83,639 from increases in healthcare premiums and statutory minimum contributions less than expected.
2. We changed to more up-to-date mortality tables. This change increased the AL by \$25,246.
3. We increased the initial healthcare trend rate from 5.0% to 8.0% to better reflect our expectations of healthcare premium increases over the next several years. This change increased the AL by \$9,043.
4. There was a gain (a decrease in the AL) of \$1,015 due to a reduction in the PERS Health administrative fee from 0.36% of premium to 0.33% of premium.
5. We lowered the discount rate from 5.0% to 4.0% to reflect the decrease in long-term interest rates over the last several years. This change increased the AL by \$158,456.
6. We changed the percent of future retirees assumed to waive benefits from 40% to 50% to reflect emerging experience. This change decreased the AL by \$102,035.
7. There was a net census gain (a decrease in AL) of \$404,746.

The changes to the AL since the July 1, 2011 valuation may be summarized as follows:

Change to AL	AL
AL as of 7/1/11	\$907,015
Passage of time	342,800
Increases in premiums < expected	(83,639)
Change in mortality tables	25,246
Change in trend rates	9,043
Change in PERS Health admin. fee	(1,015)
Change in discount rate	158,456
Change percent waiving assumption	(102,035)
Census (gain)/loss	(404,746)
AL as of 7/1/14	\$851,125

Actuarial Assumptions

In order to perform the valuation, the actuary must make certain assumptions regarding such items as rates of employee turnover, retirement, and mortality, as well as economic assumptions regarding healthcare inflation and interest rates. Our assumptions are based on a standard set of assumptions we have used for similar valuations, modified as appropriate for the City. For example, turnover rates are taken from a standard actuarial table, T-5, increased by 125% at all ages. This matches the City's historic turnover patterns. Retirement rates were also based on recent City retirement patterns. Both assumptions should be reviewed in the next valuation to see if they are tracking well with experience.

The discount rate of 4.0% is based on our best estimate of expected long-term plan experience. It is in accordance with our understanding of the guidelines for selection of this rate under GASB 45 for unfunded plans such as the City's. The healthcare trend rates are based on our analysis of recent City experience and our knowledge of the general healthcare environment.

For purposes of projecting the PEMHCA administrative fee, we used the average equivalent single-retiree premium based on current retiree health plan selection. A complete description of the actuarial assumptions used in the valuation is set forth in the "Actuarial Assumptions" section.

Projected Annual Pay-as-you go Costs

As part of the valuation, we prepared a projection of the expected annual cost to the City to pay benefits on behalf of its retirees on a pay-as-you-go basis. These numbers are computed on a closed group basis, assuming no new entrants, and are net of retiree contributions. Projected pay-as-you-go costs for selected years are as follows:

FYB	Pay-as-you-go
2014	\$18,026
2015	19,588
2016	21,797
2017	24,473
2018	27,616
2019	30,945
2020	34,424
2025	52,599
2030	71,864
2035	90,862
2040	103,002
2045	104,100
2050	91,236
2055	68,112
2060	42,665
2065	22,490
2070	10,096
2075	3,699

Breakdown by Employee/Retiree Group

Exhibit I, attached at the end of the report, shows a breakdown of the GASB 45 components (ARC, AL, Service Cost, and PVFB) by bargaining unit (or non-represented group) and separately by active employees (future retirees) and current retirees.

Net OPEB Obligation (NOO) and Annual OPEB Cost (AOC)

Exhibit II shows a development of the City's Net OPEB Obligation ("NOO") as of June 30, 2008 through June 30, 2014, and the Annual OPEB Cost ("AOC") for the fiscal years 2008-09 through 2014-15. The NOO as of June 30, 2014 and the AOC for 2014-15 are estimates as of the date this report is being published.

Funding Recommendations

In order to be counted as an asset for GASB 45 purposes, funds must be held in a trust that may not be used for purposes other than the payment of retiree health benefits (OPEB). The City Council has designated a fund of \$1,523,401 as a reserve for OPEB. This fund does not satisfy the GASB 45 requirements to be counted as an asset, and has therefore not been included in the development of the Unfunded Accrued Liability and ARC in this report.

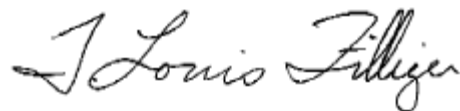
For practical purposes, the fund is sufficient to pay all retiree health benefits for both current and future employees, and we do not recommend any further additions to the fund in the near future. However, we do recommend that the City consider moving up to 50% of the fund into a qualifying trust. This would permit the actuary to use a higher discount rate for the GASB 45 valuation, and reduce the City's Unfunded Accrued Liability, which may have to be carried in the City's Statement of Financial Position beginning in 2017 under newly proposed GASB OPEB standards.

Certification

The actuarial certification, including a caveat regarding limitations of scope, if any, is contained in the "Actuarial Certification" section at the end of the report.

We have enjoyed working with the City on this report, and are available to answer any questions you may have concerning any information contained herein.

Sincerely,
DEMSEY, FILLIGER AND ASSOCIATES



T. Louis Filliger, FSA, EA, MAAA
Partner & Actuary

Benefit Plan Provisions

This report analyzes the actuarially projected costs of the City of La Quinta's retiree health insurance program. Our findings and assumptions are based on census data as of the valuation date and PEMHCA premiums blended 50-50 for calendar years 2014 and 2015.

Active Employee Coverage

Medical coverage is provided through CalPERS under the Public Employees' Medical and Hospital Care Act (PEMHCA), also referred to as PERS Health. Employees can choose one of five medical options: Blue Shield Access HMO, Kaiser HMO, PERSCare PPO, PERSChoice PPO, and PERS Select PPO.

The City sets its monthly contribution rates for health insurance on behalf of active employees according to the PEMHCA statutory minimum (\$119.00/month for calendar 2014 and \$122.00/month for calendar 2015.) These amounts are indexed (increased) in all future years according to the rate of medical inflation. The City pays a 0.33% of premium administrative charge for all active employees.

Post-Retirement Coverage

The City offers the same medical plans to its retirees as to its active employees, with the general exception that upon reaching age 65 and becoming eligible for Medicare, the retiree must join one of the Medicare Supplement coverages offered under PEMHCA.

Employees become eligible to retire and receive City-paid healthcare benefits upon attainment of age 50 and 5 years of covered PERS service, or by attaining qualifying disability retirement status. The City's contribution on behalf of all eligible retirees is the same as for active employees (\$119.00/month for calendar 2014 and \$122.00/month for calendar 2015, increased in all future years according to the rate of medical inflation.) The City pays a 0.33% of premium administrative charge on behalf of all retirees.

The following table shows January 1, 2014 monthly PERS Health (PEMHCA) premiums for retirees within the "Other Southern California" region:

	Blue Shield Access HMO	Kaiser HMO	PERS Care PPO	PERS Choice PPO	PERS Select PPO
<u>Basic Plan</u>					
Retiree	\$543.21	\$602.79	\$638.22	\$612.25	\$586.32
Retiree + 1	1,086.42	1,205.58	1,276.44	1,224.50	1,172.64
Family	1,412.35	1,567.25	1,659.37	1,591.85	1,524.43
<u>Medicare Supplement</u>					
Retiree	\$298.21	\$294.97	\$327.36	\$307.23	\$307.23
Retiree + 1	596.42	589.94	654.72	614.46	614.46
Family	894.63	884.91	982.08	921.69	921.69

Valuation Data

Active and Retiree Census

Age distribution of retirees included in the valuation

Age	Count
Under 55	0
55-59	2
60-64	4
65-69	4
70-74	1
75+	<u>1</u>
Total	12
Average Age	64.83

Age/Years of service distribution of active employees included in the valuation

Years→	0-4	5-9	10-14	15-19	20-24	25-29	30+	Total
<u>Age</u>								
<25	1							1
25-29	0	1						1
30-34	3	5	0					8
35-39	1	4	1	0				6
40-44	1	5	4	0	0			10
45-49	3	6	1	2	1	1		14
50-54	0	3	4	1	0	1	0	9
55-59	1	4	5	0	0	1	0	11
60-64	1	1	2	2	0	0	1	7
65+	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
All Ages	11	29	17	5	1	3	1	67

Average Age: 46.73
 Average Service: 9.76

Actuarial Assumptions

The liabilities set forth in this report are based on the actuarial assumptions described in this section.

Valuation Date:	July 1, 2014
Actuarial Cost Method:	Projected Unit Credit
Amortization Method:	30-year level dollar, open period
Discount Rate:	4.0% per annum
Return on Assets:	4.0% per annum
Pre-retirement Turnover:	According to the Crocker-Sarason Table T-5 less mortality, increased by 125% at all ages. Sample rates are as follows:

Age	Turnover (%)
25	17.4%
30	16.2
35	14.1
40	11.6
45	8.9
50	5.8
55	2.1

Pre-retirement Mortality: RP-2000 Combined Mortality, static projection to 2012 by scale AA. Sample deaths per 1,000 employees are as follows:

Age	Males	Females
25	0.33	0.18
30	0.42	0.23
35	0.73	0.42
40	0.98	0.59
45	1.29	0.93
50	1.72	1.36
55	2.88	2.47
60	5.56	4.76

Post-retirement Mortality: RP-2000 Combined Mortality, static projection to 2012 by scale AA. Sample deaths per 1,000 retirees are as follows:

Age	Males	Females
60	5.56	4.76
65	10.75	9.14
70	18.52	15.77
75	31.95	25.52
80	57.06	42.17
85	101.80	72.05
90	174.80	127.02

Actuarial Assumptions (Continued)
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Claim Cost per Retiree or Spouse:

Age	Medical/Rx
55-64	\$7,561
65+	3,854

Retirement Rates:

Age	Percent Retiring*
50-54	2.0%
55-57	5.0
58-59	8.0
60-61	12.0
62	15.0
63	20.0
64	25.0
65	50.0
66	60.0
67	100.0

* Of those having met eligibility to receive PERS retirement benefits. The percentage refers to the probability that an active employee who has reached the stated age will retire within the following year.

Trend Rate:

Healthcare costs were assumed to increase according to the following schedule:

FYB	Medical/Rx
2014	8.0%
2015	7.0
2016	6.0
2017+	5.0

Percent Waiving Coverage:

50% (applies to future retirees only)

Medical Inflation:

4.0% per year (used to project PERS statutory minimum)

Percent of Retirees with Spouses:

Future Retirees: 80% of future retirees were assumed to have spouses at the time of retirement. Female spouses assumed three years younger than male spouses.

Current Retirees: Based on actual spousal data.

Actuarial Certification

The results set forth in this report are based on our actuarial valuation of the health and welfare benefit plans of the City of La Quinta ("City") as of July 1, 2014.

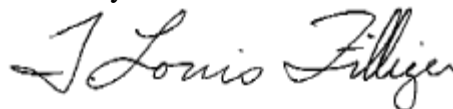
The valuation was performed in accordance with generally accepted actuarial principles and practices. We relied on census data for active employees and retirees provided to us by the City in October, 2014. We also made use of claims, premium, expense, and enrollment data, and copies of relevant sections of healthcare documents provided to us by the City.

The assumptions used in performing the valuation, as summarized in this report, and the results based thereupon, represent our best estimate of the actuarial costs of the program under GASB 43 and GASB 45, and the existing and proposed Actuarial Standards of Practice for measuring post-retirement healthcare benefits. We have assumed no post-valuation mortality improvements, consistent with our belief that there will be no further significant, sustained increases in life expectancy in the United States over the projection period covered by the valuation.

Throughout the report, we have used unrounded numbers, because rounding and the reconciliation of the rounded results would add an additional, and in our opinion unnecessary, layer of complexity to the valuation process. By our publishing of unrounded results, no implication is made as to the degree of precision inherent in those results. Clients and their auditors should use their own judgment as to the desirability of rounding when transferring the results of this valuation report to the clients' financial statements.

The undersigned actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this report.

Certified by:



T. Louis Filliger, FSA, EA, MAAA Date: 2/7/15
Partner & Actuary

City of La Quinta
GASB 45 Valuation Results By Employee Group

	7/1/2014 Valuation Results <u>Union</u>	7/1/2014 Valuation Results <u>Non-Union</u>	7/1/2014 Valuation Results <u>Total All Groups</u>
Present Value of Benefits (PVFB):			
Actives	\$ 553,217	\$ 432,686	\$ 985,903
Retirees	<u>115,206</u>	<u>225,744</u>	<u>340,950</u>
Total PVFB:	\$ 668,423	\$ 658,430	\$ 1,326,853
Accrued Liability (AL):			
Actives	\$ 281,523	\$ 228,652	\$ 510,175
Retirees	<u>115,206</u>	<u>225,744</u>	<u>340,950</u>
Total AL:	\$ 396,729	\$ 454,396	\$ 851,125
Assets*	<u>-</u>	<u>-</u>	<u>-</u>
Unfunded Accrued Liability ("UAL")	\$ 396,729	\$ 454,396	\$ 851,125
<u>GASB 45 ARC ("Annual Required Contributions")</u>			
Service Cost at Year-end	\$ 29,227	\$ 27,656	\$ 56,883
30-year amortization of City-paid UAL	<u>22,943</u>	<u>26,278</u>	<u>49,221</u>
Total ARC (City's Annual Expense)	\$ 52,170	\$ 53,934	\$ 106,104

*Assets, if any, allocated in proportion to AL for illustration purposes only; GASB 45 does not provide authority for this calculation.

	Amount
Net OPEB Obligation 6/30/2008	-
ARC for 2008-9	116,821
Interest on Net OPEB Obligation	-
Amortization adjustment to ARC	-
Annual OPEB Cost 2008-9	116,821
Employer Contribution	<u>(8,877)</u>
Net OPEB Obligation 6/30/2009	107,944
ARC for 2009-10	116,821
Interest on Net OPEB Obligation	5,397
Amortization adjustment to ARC	<u>(4,181)</u>
Annual OPEB Cost 2009-10	118,037
Employer Contribution	<u>(3,515)</u>
Change in Net OPEB Obligation 2009-10	114,522
Net OPEB Obligation 6/30/2009	<u>107,944</u>
Net OPEB Obligation 6/30/2010	222,466
ARC for 2010-11	116,821
Interest on Net OPEB Obligation	11,299
Amortization adjustment to ARC	<u>(9,015)</u>
Annual OPEB Cost 2010-11	119,105
Employer Contribution	<u>(4,260)</u>
Change in Net OPEB Obligation 2010-11	114,845
Net OPEB Obligation 6/30/2010	<u>222,466</u>
Net OPEB Obligation 6/30/2011	337,311
ARC for 2011-12	138,992
Interest on Net OPEB Obligation	16,866
Amortization adjustment to ARC	<u>(27,365)</u>
Annual OPEB Cost 2011-12	128,493
Employer Contribution	<u>(6,160)</u>
Change in Net OPEB Obligation 2011-12	122,333
Net OPEB Obligation 6/30/2011	<u>337,311</u>
Net OPEB Obligation 6/30/2012	459,644
ARC for 2012-13	138,992
Interest on Net OPEB Obligation	4,596
Amortization adjustment to ARC	<u>(27,180)</u>
Annual OPEB Cost 2012-13	116,408
Employer Contribution	<u>(16,461)</u>
Change in Net OPEB Obligation 2012-13	99,947
Net OPEB Obligation 6/30/2012	<u>459,644</u>
Net OPEB Obligation 6/30/2013	559,591
ARC for 2013-14	138,992
Interest on Net OPEB Obligation	27,980
Amortization adjustment to ARC	<u>(36,402)</u>
Annual OPEB Cost 2013-14	130,570
Employer Contribution (estimated)	<u>(17,244)</u>
Change in Net OPEB Obligation 2013-14	113,326
Net OPEB Obligation 6/30/2013	<u>559,591</u>
Net OPEB Obligation 6/30/2014 estimated	672,917
ARC for 2014-15	106,104
Interest on Net OPEB Obligation	26,917
Amortization adjustment to ARC	<u>(38,915)</u>
Annual OPEB Cost 2014-15 estimated	94,106