



AGENDA REPORT

Meeting Date: November 19, 2013
Item Number: D-14
To: Honorable Mayor & City Council
From: Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**
Attachments: 1. Agreements (2)

Item A. AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BIRDI & ASSOCIATES, INC. FOR HARDWARE AND SOFTWARE UPGRADES AND SYSTEM ENHANCEMENTS FOR THE BEVERLY HILLS POLICE DEPARTMENT'S JAIL FACILITY MANAGEMENT SYSTEM; AND

APPROVAL OF A PURCHASE ORDER TO BIRDI & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$475,000

RECOMMENDATION

Staff recommends that the City Council move to approve an agreement with Birdi & Associates, Inc. for upgrades and enhancements to the City's jail facility management system, and approve a purchase order in an amount not to exceed \$475,000 for the services. This expenditure was anticipated and is a work plan item for the Police Department, Information Technology and Capital Assets for this fiscal year.

INTRODUCTION

Staff from the Police Department, Information Technology and Capital Assets met to assess the current state of the jail facility management system, and as a result, determined that the system is at the end of its supportable life and requires major upgrades in order to ensure business continuity and the ongoing security of the City's jail facility.

DISCUSSION

The jail facility management system provides access control and alarm monitoring. Based on staff's assessment, the existing system has components that are outdated and need upgrades, as well as components that are non-functional and need replacement. The smoke detectors are over twenty years old.

The City's primary consulting engineer for the jail control system has an extensive background with servicing the system, and with his assistance, staff identified that upgrades as opposed to a complete system replacement would be the most cost effective solution. This will allow the

City to remain within the targeted budget while fixing all of the issues identified, and adding up-to-date functionality to facilitate efficient jail monitoring and control operations.

The Police Department, Information Technology and Capital Assets Departments performed a thorough review of the proposal submitted by the City's primary consulting engineer with Birdi & Associates, Inc. to ensure that all required functionality is included and that the engagement remains within the City's projected CIP budget for the project. Based on the initial multi-departmental assessment and review of the proposal submitted, staff recommends that the City Council approve the agreement with Birdi & Associates, Inc.

FISCAL IMPACT

Funds have been budgeted and are available for this purpose.

Item B. AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BARTEL ASSOCIATES, LLC FOR ACTUARIAL SERVICES

RECOMMENDATION

Staff recommends that the City Council move to approval the agreement between the City of Beverly Hills and Bartel Associates, LLC to provide actuarial services.

INTRODUCTION

The City recently released a Request for Proposal (RFP) to select a new actuarial vendor. This was conducted after working with our existing actuarial firm, Aon Hewitt for the past five years. Seven firms participated in the RFP and after a deliberate grading process and evaluation of the participating firms' submissions, Bartel Associates, LLC was selected. Bartel Associates, LLC is a very well respected firm and a leader in its industry.

DISCUSSION

Bartel Associates LLC will be responsible for performing actuarial valuations and consulting services regarding the City of Beverly Hills' plan design, funding strategies, postretirement health benefits and other related financial issues. These actuarial valuations will be conducted every two years after the first year and will adhere to the provisions contained within the Governmental Accounting Standards Board (GASB) Statement Number 45.

FISCAL IMPACT

Cost for this service is not to exceed \$25,000 and funds have been budgeted and are available for this purpose.


Noel Marquis
Approved By _____

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BIRDI & ASSOCIATES, INC. FOR HARDWARE AND SOFTWARE UPGRADES AND SYSTEM ENHANCEMENTS FOR THE BEVERLY HILLS POLICE DEPARTMENT'S JAIL FACILITY MANAGEMENT SYSTEM

NAME OF CONSULTANT: Birdi & Associates, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Moninder S. Birdi, President

CONSULTANT'S ADDRESS: 555 West 5th Street, Suite 31000
Los Angeles, CA 90013

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Lightner, Deputy City
Manager / Director of Capital Assets

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: December 31, 2014

CONSIDERATION: Not to exceed \$475,000.00, including \$170,209 for the software upgrade, \$275,801 for system enhancements, and not to exceed \$28,990 in contingency funds as detailed in Exhibit B, Schedule of Rates and Payment

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BIRDI & ASSOCIATES, INC. FOR HARDWARE AND SOFTWARE UPGRADES AND SYSTEM ENHANCEMENTS FOR THE BEVERLY HILLS POLICE DEPARTMENT'S JAIL FACILITY MANAGEMENT SYSTEM

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "City"), and Birdi & Associates, Inc. (hereinafter called "Consultant").

RECITALS

A. City desires to have certain services provided related to hardware and software upgrades and system enhancements for the Beverly Hills Police Department's Jail Facility Management System as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein, collectively the "Services".

B. Consultant represents that it is qualified and able to perform the Services.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Services. Consultant shall perform the Services described in Exhibit A, in a manner satisfactory to City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term of Agreement. This Agreement shall commence upon Consultant's receipt of City's written notice to proceed, which shall be a duly authorized purchase order issued by City, and shall terminate on December 31, 2014, unless sooner terminated.

Section 3. Time of Performance. Consultant shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 4. Compensation.

(a) Compensation. City agrees to compensate Consultant for the services and/or goods provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, Schedule and Rates of Payment, attached hereto and incorporated herein.

(b) Expenses. The amount of Consideration set forth above shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and

installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses, including travel related expenses.

Section 5. Method of Payment. Unless otherwise provided for herein, Consultant shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall pay Consultant said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 6. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

Section 7. Assignment. This Agreement shall not be assigned in whole or in part by Consultant without the prior written approval of City. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principal(s).

(a) Consultant's Responsible Principal set forth above shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant. Designation of another Responsible Principal by Consultant shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of City.

Section 9. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform Consultant's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 10. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 11. Interests of Consultant. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Consultant.

Section 12. Insurance.

(a) Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Consultant.

2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Consultant in performing the Scope of Work required by this Agreement.

3) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Consultant agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

4) Workers' compensation insurance as required by the State of California.

(b) Consultant shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(e) At all times during the term of this Agreement, Consultant shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or on a form acceptable to the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Consultant shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

(f) The general and auto liability insurance shall contain an endorsement naming the City, its elected officials, officers, agents and employees, as additional insureds with respect to work under this Agreement.

(g) All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days

prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(h) The insurance provided by Consultant shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(i) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Section 13. Indemnification. Consultant agrees to indemnify, hold harmless and defend City, its elected officials, officers, agents and employees, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any person employed by Consultant in the performance of this Agreement.

Section 14. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 15. City's Responsibility. City shall provide Consultant with all pertinent data, documents, and other requested information as is available for the proper performance of Consultant's Services.

Section 16. Information and Documents. All data, information, documents and drawings prepared for City and required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the work submitted by Consultant and compensated by City pursuant to this Agreement as City deems appropriate.

Section 17. Changes in the Scope of Work. The City shall have the right to order, in writing, changes in the Scope of Work to be performed. Any changes in the Scope of Work must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's

regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between City and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Consultant.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Consultant.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 2013, at Beverly Hills, California.

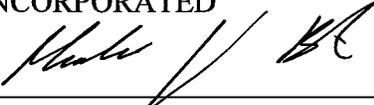
CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of Beverly Hills, California

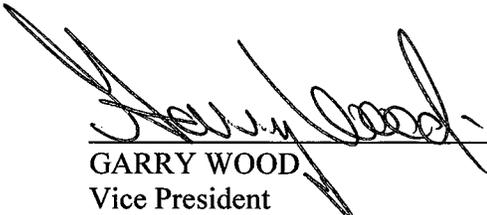
ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONSULTANT: BIRDI & ASSOCIATES
INCORPORATED



MONINDER S. BIRDI
President

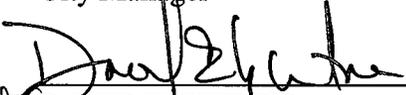

GARRY WOOD
Vice President

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager


DAVID LIGHTNER
Deputy City Manager / Director of Capital Assets

KARL KIRKMAN
Risk Manager

EXHIBIT A

CONSULTANT'S SCOPE OF WORK

Proposal Q13-1697B Jail Facility Management System Upgrade & Enhancement

1. Jail Facility Management System Background

- 1.1. System Control Software and hardware first installed in 2002.
- 1.2. System in use is the Facility Monitoring Software by Intelli-Site Version 3.4.5 dated 2002. This software provides the interface for operator control and setup and provides the command set to the hardware control system. That hardware control system is the SecurePlex PLC Facility manufactured by the Rauland-Borg Corporation. Operator function is at a PC workstation located at the facility control station by keyboard and touch screen operation.

Steve Benavides, CFO of OSSI, original vendor for the Intelli-Site 3.4.50 version, stated that OSSI had dropped support for this version since January 2010.

- 1.3. The hardware control interface for this system to the field devices is by PLC (programmable logic controllers) by Rauland-Borg which allows for the software command to activate electrical relays for operation of the assorted field devices such as electric locking hardware, elevator control and overhead (rollup) door controls.

Dan Solomon, Senior Project Engineer for Rauland-Borg confirmed via emails that quote "We are no longer in the Prison Security business and no longer manufacture the SecurePlex PLC." As a result of that statement we would confirm that the programmable logic controllers along with the intercom are end of life with no parts available.

- 1.4. Existing Computers work stations are near end of life on hardware and running on Windows 2000. Several service calls already on computers in the last year to re-build or reinstall drivers to keep operational.

1.5. Upgrade Benefits:

- 1.5.1. Current version is fully supported by Manufacturer.
- 1.5.2. Added and Improved Server 2003, 2008 R2 and Win 7 Support
- 1.5.3. Re designed Graphics Engine
- 1.5.4. Added Event Formatter
- 1.5.5. SQL Server Enhancements
- 1.5.6. Oracle Support
- 1.5.7. Improved MAC (Managed Automated Control) Hardware
- 1.5.8. Added Custom Script Support
- 1.5.9. Automation Object Support

- 1.5.10. Video Drivers Added
- 1.5.11. Improved Milestone Support which will interface with existing COBH facility control.
- 1.5.12. Intercom Drivers added which will support the Stenofon recommended upgrade for current intercom which is end of life (item 1.3)
- 1.5.13. More efficient computer hardware and support to COBH standards.

2. Upgrade Scope of Work:

Consultant shall perform the following services in connection with the Jail Facility Monitoring System Upgrade and Enhancement project:

2.1. Facility Control System:

- 2.1.1. Furnish and install replacement PC work station with flat panel display at primary control station.
- 2.1.2. New PC Work station at Alternate control station (visitor intake area)
- 2.1.3. Furnish and install Intelli-Site software package to include:
 - i. Two (2) Work Station Licenses
 - ii. Video Integration with licensing up to 16 cameras
 - iii. Full Graphic Maps Comes standard with SQL Express 2008 R2
 - iv. MAC Logic Controller Panel Driver
 - v. Milestone Network Video Interface (NVR)
 - vi. Zenitel (Stentofon) Alphacom Series Intercom (IC)
- 2.1.4. Furnish and install OSSI hardware interfaces for intercom connection and existing lock controls.
- 2.1.5. Complete all cable connections and system configuration and programming and test for complete operation.

2.2. Intercom System:

- 2.2.1. Furnish and install (1) new Stenofon Intercom Exchange.
- 2.2.2. Furnish and install (2) new Stenofon Desk master stations, (1) each at primary and alternate control stations.
- 2.2.3. Furnish and install (43) Stenofon substation intercoms for replacement of existing intercom substations.
- 2.2.4. Complete all cable connections and programming for operations and test for complete operation.

2.3. Removal of Existing Equipment:

- 2.3.1. Remove existing PC workstation and return to COBH.

- 2.3.2. Remove SecurePlex PLC Facility Control System and return to COBH.
- 2.3.3. Remove existing Rauland-Borg intercom system c/w substations and return to COBH.

3. Enhancement System:

3.1. CCTV System:

- 3.1.1. Furnish and install new conduit system complete with cabling for new IP Axis cameras.
- 3.1.2. Furnish and install (45) new Axis Tamperproof IP cameras in cell facilities.
- 3.1.3. Furnish and install Altronix CCTV Power Supplies.
- 3.1.4. Complete all cable connections to existing COBH network and complete configuration and programming for operation of new cameras in COBH Milestone Video control system.

3.2. Electric Locking Hardware:

- 3.2.1. Furnish and install Folger Adams Model D9300 Mortise lock to replace existing cell Locks.
- 3.2.2. Furnish and install Magnetic Lock for control on stairwell doors at Stairs 1, 2, and 3.
- 3.2.3. Complete all cable connections to electric locking hardware
- 3.2.4. Complete all cable connections and Intelli-Site system configuration and programming for operation of new reader and test for complete operation

3.3. Documentation

- 3.3.1. Furnish and install CAD shop drawings and as builds, (1) set in hardcopy and (1) electronic format in AutoCAD drawing file format.
- 3.3.2. Provide documentation and executed test results for system acceptance testing.

4. Exclusions - Scope of Work Does Not Include:

- 4.1.1. Supply and installation of cable (fiber or copper) and network associated equipment for connectivity of equipment to City of Beverly Hills LAN network.
- 4.1.2. Supply and installation of any additional cabling, labor or equipment for interface of access control system for that may be required by building fire life safety system.
- 4.1.3. Cost of permits and inspections (if required).

- 4.1.4. Supply and Installation of Backboard (plywood) or Mounting (Panel Mounting for Access Control Panels) and equipment enclosures in Equipment rooms.
- 4.1.5. Special lifts, ladders, scaffolding etc. that may be required to access equipment enclosures.

Material List
Proposal Q13-16870B
Jail Facility Management System Upgrade & Enhancement

Part Number	Item Description	Quantity
	Intelli-Site Software	
SFT-GS-01	Intelli-Site Global Software Package	1
SCO-CAM-UPG-16	CCTV Upgrade for 16 Cameras	3
DRVR-MSTN-NVR	Milestone Network Video Interface (NVR)	1
DRVR-STF-ACOM	Zenitel (Stenofon) Alphacom Series Intercom (IC)	1
SFT-CWS-001	Add-on Workstation License	1
	Intelli-Site Hardware	
Dell	PC Workstation c/w Display	2
MC-ENC-RM	Rack Cabinet Enclosure with Backplane for I/O boards	2
MC-PWR-RM	6.5 AMP 12VDC Pwr Sup in enclosure for Rack	2
MC-MLC-16R	MLC-16R (16) Relay Hot Plug Output controller W/MPU24-16R Processor Card	5
MC-MLC-32I	MLC-32i (32) Inputs. Hot Plug Input controller W/MPU24-32i Processor Card	3
	Electric Housing Hardware	
D9300	Folger Adams Mortise lock	18
1511	Security Controls Magnetic Locks	3
	Intercom System	
0481-001	Axis IP Camera Model P3364-V	45
R2416ULCBI	Attronix Rack Mounted CCTV Power supply	3
	Intercom System	
AFEX26/138/048	Stenofon Audio Server	1
92911	Stenofon Alpha Pro Software	1
	Stenofon Deesk Master	1
62911	Stenofon Intercom Substation	45
	Conduit and Cable	
	Conduit System for new CCTV Cameras	LOT

	Conduit System for Electric Locking Hardware (Magnetic Locks)	LOT
	Cable for CCTV Camera	LOT
	Cable for new Locking Hardware	LOT

EXHIBIT B

SCHEDULE AND RATES OF PAYMENT

City agrees to compensate Consultant for the Services described in Exhibit A, a sum not to exceed Four Hundred Seventy-Five Thousand Dollars (\$475,000) including One Hundred Seventy Thousand Two Hundred Nine Dollars (\$170,209) for hardware and software upgrades, Two Hundred Seventy-Five Thousand, Eight Hundred One Dollars (\$275,801) for system enhancements, and contingency funds for unanticipated services outside the Scope of Work, Exhibit A in an amount not to exceed Twenty-Eight Thousand, Nine Hundred Ninety Dollars (\$28,990). Consultant shall invoice City and City shall pay Consultant for the software, hardware and equipment described in Exhibit A in accordance with the following schedule:

PAYMENT MILESTONE (Due upon completion or receipt)	%	AMOUNT
Contract Execution / PO Issuance	20%	\$89,202
Hardware & Software Upgrades:		
- Facility Control System	10%	\$44,601
- Intercom System	10%	\$44,601
System Enhancements		
- CCTV System	20%	\$89,202
- Electronic Locking Hardware	20%	\$89,202
- Documentation	10%	\$44,601
System Acceptance	10%	\$44,601
TOTAL:	100%	\$446,010

All pricing is inclusive of applicable sales tax, freight and delivery charges, and any other fees and expenses. Contingency funds authorized by City in writing for additional hardware, software, equipment or services shall be payable in full upon contract completion.

Consultant shall submit an itemized statement to City for its services performed as milestones for the project are completed. Invoices shall include documentation setting forth in detail a description of the services rendered and the equipment provided. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt of the same.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> Consultant's PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE : _____ BY : _____
 _____ Authorized Insurance Representative
 TITLE : _____
 AGENCY : _____ Address : _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2013

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 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 Gaspar Insurance Services, Inc. 5900 Canoga Ave Ste 110 Woodland Hills, CA 91367 License #: 0G66626	CONTACT NAME: Hong Ta	
	PHONE (A/C, No, Ext): 818.302.3060 FAX (A/C, No): 818.436.6122	
	E-MAIL ADDRESS: hong.ta@gasparinsurance.com	
INSURED Birdi & Associates, Inc. 265 N Euclid Ave Ste 203 Pasadena, CA 91101-1522	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Peerless Insurance Company	24198
	INSURER B: Mercury Insurance Company	38342
	INSURER C: National Union Fire Insurance Company of Pittsb	19445
	INSURER D: Peerless Indemnity Insurance	18333
	INSURER E: Illinois Union Insurance Company	27960
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00003537-546926 REVISION NUMBER: 72

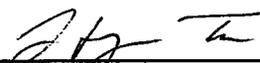
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y		CBP7314843	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY	Y		BA040000002905	11/06/2013	11/06/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Hired Auto Phys Dam						Hired auto PD \$ 50,000
C	UMBRELLA LIAB	Y		EBU016491164	09/01/2013	09/01/2014	EACH OCCURRENCE \$ 9,000,000
	EXCESS LIAB						AGGREGATE \$ 9,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC1002229	10/17/2013	10/17/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.	Y		G24325908	10/01/2013	10/01/2014	Occurrence \$ 5,000,000
E	Professional Liab	Y		G24325908	10/01/2013	10/01/2014	Aggregate \$ 5,000,000

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

This policy includes a Blanket Additional Insured Endorsement - the certificate holder is an additional insured if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF BEVERLY HILLS AND ALL OF ITS AGENCIES BOARDS AND DEPARTMENTS 345 Foothill Rd. Beverly Hills, CA 90210	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  (HOT)

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AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BARTEL ASSOCIATES, LLC FOR ACTUARIAL SERVICES

NAME OF CONSULTANT: Bartel Associates, LLC

RESPONSIBLE PRINCIPAL OF CONSULTANT: John Bartel, President

CONSULTANT'S ADDRESS: 411 Borel Avenue, Suite 101
San Mateo, CA 94402
Attention: John Bartel, President

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Don Rhoads
Director of Administrative Services/Chief Financial Officer

COMMENCEMENT DATE: November 1, 2013

TERMINATION DATE: June 30, 2018

CONSIDERATION: Not to exceed \$25,000 for fiscal year 2013-2014; \$25,000 for fiscal year 2015-2016; and \$25,000 for fiscal year 2017-2018 at the rates set forth in Exhibit B; Total not to exceed \$75,000 over the term of the Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BARTEL ASSOCIATES, LLC FOR ACTUARIAL SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Bartel Associates, LLC (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(4) Workers' compensation insurance as required by the State of California.

(b) CONSULTANT shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 20__, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONSULTANT: BARTEL ASSOCIATES, LLC

JOHN BARTEL
President

JOSEPH D'ONOFRIO
Assistant Vice President

[Signatures continue]

Council will be advised if agreement is
not signed by Tuesday.

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager

DON RHOADS
Director Administrative Services/
Chief Financial Officer

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall perform an actuarial valuation and optional related consulting services of plan design and funding strategy, regarding its postretirement health benefits. These actuarial valuations and related consulting services shall be performed in accordance with the provisions contained in Governmental Accounting Standards Board ("GASB") Statement Number 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions. CITY's Other Postemployment Benefits (OPEB) consist of payments of health benefits to and on behalf of retirees. The actuarial services are necessary to meet the requirements of the post-retirement health benefit plan.

CONSULTANT shall perform the following services in fiscal years 2013-2014; 2015-2016 and 2017-2018:

- 1 Analyze data provided by the CITY to assess any inconsistencies and make recommendations for enhancing data quality
- 2 Prepare an actuarial valuation following GASB 45 standards.
- 3 Determine through discussions with CITY staff the actuarial assumptions before beginning the study.
- 4 Submit data requests to CITY in writing (email shall be acceptable)
- 5 Include the following information in the actuarial valuation:
 - a Actuarial present value of total projected benefits
 - b Actuarial accrued liability
 - c Actuarial value of assets
 - d Unfunded actuarial accrued liability
 - e Normal cost (annual cost of providing retirement benefits for services provided by today's members)
 - f Annual required contribution of the employer – as a level or constant dollar amount and as a level or constant percentage of covered payroll.
 - g Net OPEB obligation for CITY disclosure under GASB Statement 45
- 6 Prepare the necessary material for the Comprehensive Annual Financial Report to comply with GASB and OPEB reporting and disclosure requirements.
- 7 Provide a comprehensive report and executive summary discussing assumptions, data utilized, and results. The executive summary should be clear and non-technical. The report should provide sufficient information for staff to implement GASB 45 reporting in CITY's Comprehensive Annual Financial Report, which includes General Purpose Financial Statements, Note Disclosures, and Required Supplementary Information. CONSULTANT shall discuss a draft of the report with CITY staff at CITY location.
- 8 Prepare the annual gain/loss analysis to determine reasons for changes in the unfunded actuarial accrued liability, whenever a prior actuarial valuation is available to support this.
- 9 Determine the implicit rate subsidy, if any, and the impact it would have on the OPEB liability.

- 10 Develop a projection of the post-retirement medical benefit payments for the next ten, twenty, and thirty years, by bargaining group
- 11 Prepare an analysis to determine how establishing a trust or equivalent arrangement will affect the interest rate assumption. CONSULTANT shall advise CITY regarding timing considerations of establishing the trust.
- 12 Recommend the amount of reserves CITY should accumulate in scenarios reflecting funding periods covering the next ten, twenty, and thirty years to fund the post-retirement health benefit liabilities.

ASSUMPTIONS:

- Participant census data requested will be provided completely and accurately in an Excel workbook with one record per participant.
- All plan and financial information requested will be provided and be internally consistent.
- The plan is not currently prefunded in an OPEB trust.
- Costs and liabilities will be provided using one funding method and one set of assumptions, including a discount rate sensitivity analysis for prefunding the plan.
- GASB 45 costs and liabilities will be presented for the plan as a whole with breakdowns for employee groups.
- CONSULTANT will have one planning meeting with CITY to review actuarial assumptions and methods along with the census data and plan provisions provided.
- CONSULTANT will have one meeting with CITY to review the valuation results and shall provide a preliminary valuation results discussion outline for the meeting. The discussion outline shall summarize the plan provisions, census data, actuarial methods and assumptions, and the valuation results.
- CONSULTANT shall include an actuarial gain and loss analysis describing changes from the prior valuation.
- CONSULTANT shall include an estimated projection of benefit payments and Actuarial Accrued Liability for as many years and by bargaining or employee group, as needed.
- CITY has requested, and CONSULTANT recommends, that the valuation include an estimate of the implied subsidy.

The Actuarial Standards Board (ASB) of the American Academy of Actuaries is currently reviewing Actuarial Standards of Practice (ASOP) No. 6, "Measuring Retiree Group Benefit Obligations." The ASB issued exposure drafts of its revised ASOP No. 6 in April 2012 and March 2013 that would require actuaries calculate an implied subsidy for all retiree healthcare plans, including those currently covered by GASB's current community-rated plan exception. GASB has also tentatively decided to include a requirement to include an implied subsidy for all plans in its revisions to GASB 45 expected to be finalized by June 2015.

- CONSULTANT shall provide an executive summary as requested.

ADDITIONAL SERVICES

The parties shall enter into a written amendment to this Agreement if CITY requires additional services outside the scope of this Exhibit and those additional services result in a fee modification:

- Results needed for additional assumptions, funding methods, funding policies, or alternative plan designs.
- Results needed for any changes in GASB's OPEB accounting rules. GASB is currently working on revisions to GASB Statements Nos. 43 and 45 and anticipates issuing amendments to these statements by June 2015. CONSULTANT's estimated fees do not include charges for additional work needed to comply with future revisions to the OPEB accounting standards.
- CITY requests for additional meetings. CONSULTANT shall base fee for additional meetings on CONSULTANT's billing rates, the time needed for the meeting, any additional presentation material needed, and preparation time.
- CITY requests for additional work after the valuation is completed, such as studying changes in plan provisions, funding policy, investment policy, OPEB trust, actuarial assumptions, or actuarial methods. CONSULTANT's additional fee shall be based on CONSULTANT's billing rates and the expected time for the project.

For example, CITY stated in its RFP that it might consider:

- Strategies for funding and reducing cost.
- Managing OPEB costs, including plan design changes.
- Sensitivity analyses showing the impact of alternative assumptions.
- The effect of prefunding investment policies on OPEB costs

CITY has included as an optional service request: "Review and update plan documents and design. Make recommendations as to formalizing informal plans."

OPTIONAL SERVICES:

At CITY's written request CONSULTANT shall:

1. Provide strategies for funding and reducing costs.
2. Prepare a cash flow analysis (the "pay-as-you-go-cost").
3. Prepare a sensitivity analysis showing the impact of alternative assumptions on the employer's contributions (healthcare trend rates and investment rate assumptions).
4. If no trust is established, CONSULTANT shall determine the difference in liability based upon the investment returns under a diversified portfolio versus a short-term fixed income portfolio.
5. Provide recommendations, as appropriate on managing the OPEB liability. This may include changes in plan design.
6. Review and update plan documents and design, as appropriate. Make recommendations as to formalizing informal plans. CONSULTANT's expertise allows CONSULTANT to contribute to this process, but CITY should note that CONSULTANT is not a law firm and cannot provide legal advice. CONSULTANT can provide such assistance in conjunction with CITY retaining a qualified benefits attorney to prepare and review plan documentation.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall pay CONSULTANT for the services described in Exhibit A the following not to exceed amounts per year:

Year	Total (Not To Exceed)
1 st	\$25,000
3 rd	\$25,000
5 th	\$25,000

Costs shall be billed at the following hourly rates:

Team Member	Hourly Rate	Estimated Hours
Partner	\$250-\$300	6
Assistant Vice President	\$200-\$225	32
Senior Actuarial Analyst	\$150	64
Actuarial Analyst	\$125	27

Project Elements	Estimated Fee
GASB 45 Actuarial Valuation & 2 Meetings	\$20,500
Executive Summary	\$1,500
Total Estimated Fee	\$22,000
Not-To-Exceed Amount	\$25,000

There will be no additional charges for expenses (e.g., travel, telephone, copying, etc.) for the June 30, 2013 valuation presentation meeting. The hourly rates listed in Exhibit B include CONSULTANT's costs for these items.

CONSULTANT shall submit an itemized statement to CITY for its services performed in the prior month, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE : _____ BY : _____

 Authorized Insurance Representative

AGENCY : _____ TITLE : _____
 _____ Address : _____
