

**SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 5 OF 5
(RFP No. 11-12-462)**

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Actuarial Services Service Agreement (Agreement) dated May 3, 2012 between the City of Las Cruces (City) and Rivelle Consulting Services (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin May 3, 2016 and terminate May 2, 2017.

All other terms of the Service Agreement remain the same.

AGREED:

RIVELLE CONSULTING
SERVICES

CITY OF LAS CRUCES



03/30/2016



3/30/16

Signature

Date

Deb Smith

Date

Marn Rivelle / Principal

Purchasing Manager

Printed Name/Title

**SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 4 OF A POSSIBLE 5
(RFP No. 11-12-462)**

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Actuarial Services Service Agreement (Agreement) dated May 3, 2012 between the City of Las Cruces (City) and Rivelle Consulting Services (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin May 3, 2015 and terminate May 2, 2016.

All other terms of the Service Agreement remain the same.

AGREED:

RIVELLE CONSULTING
SERVICES

CITY OF LAS CRUCES



4/23/15



4/28/15

Signature

Date

Deb Smith

Date

Purchasing Manager

MARN RIVELLE / PRINCIPAL

Printed Name/Title

**SERVICE AGREEMENT
ANNUAL EXTENSION – Year 2 of a possible 5
RFP NO. 11-12-462**

Pursuant to Section 7, EXTENSIONS, CHANGES AND AMENDMENTS of the Actuarial Services Agreement (Agreement) dated May 3, 2012 between the City of Las Cruces (City) and Rivelle Consulting Services (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin May 3, 2013 and terminate May 2, 2014.

All other terms of the Service Agreement remain the same.

AGREED :

Rivelle Consulting Services



Signature

Date

Marn Rivelle

Digitally signed by Marn Rivelle
DN: cn=Marn Rivelle, o, ou,
email=marn@rivelleconsulting.com, c=US
Date: 2013.04.11 21:55:08 -04'00'

Printed Name/Title

CITY OF LAS CRUCES



Robert Telles

Purchasing Manager

4/15/13

Date



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on May 3 2012, by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Rivelle Consulting Services, of 6745 Washington Avenue, Suite 307, Whittier, CA, 90601, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Contractor shall provide services that consist of an actuarial review of the various self-insurance funds to determine if they are being funded at an appropriate level and to determine an appropriate allocation of funding contributions among the various City Departments. The services will also include a review and evaluation of the existing information base. The selected proposer will submit a report of the results of the review including recommendations to the appropriate reserve levels. Proposer will submit all data and results in an electronic format and will include a description of methodology with associated data. The service is to be completed 60 days after receipt of notice to proceed.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S RFP No. 11-12-462 incorporated herein by reference and as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed fixed fee of \$4,500.00 per year, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

A handwritten signature in the bottom right corner of the page, appearing to be initials or a name.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of project that is required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on May 3, 2012 for a term of 365 days through May 2, 2013, and, pending mutual written agreement, may be extended annually thereafter for up to four more years through May 2, 2017.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B *and as agreed to for each project assigned under the terms of this Agreement*).

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS



In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.



14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT.

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for

money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

- a. Professional Liability: \$1,000,000 per claim

CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.



In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
 PO Box 20000
 Las Cruces, NM 88004
 ATTENTION: Mark Castillo,

With Copies to: City Attorney
 Purchasing Manager

TO CONTRACTOR: Rivelle Consulting
 6745 Washington Avenue, Suite 307
 Whittier, CA 90601
 Phone: 213-816-8925
 Fax: 213-330-0211
 E-mail: marn@rivelleconsulting.com



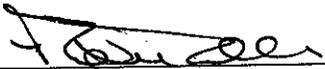
23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

Rivelle Consulting

CONTRACTOR

BY: 
PRINCIPAL

BY: 
PURCHASING MANAGER

DATE: 4/27/2012

DATE: 5/3/12

APPROVED AS TO FORM:


CITY ATTORNEY

EXHIBIT A

SERVICES

Date(s) of Activity (TBD*)	Description of Activity
	Participate in a Project Kick-Off Discussion and submit data request. During this initial discussion, we will clarify the scope of work items, confirm project deadlines, and coordinate data transfers. We intend to work with data that has been provided to the previous actuary.
	Receive, review and compile data. The data compilation will separate claims experience by accident year, reflecting historical retentions.
	Perform all of the actuarial analyses and calculations; send out report for peer review; revise analysis based on peer review comments; discuss preliminary indications with the City; prepare draft report.
	Issue first draft report.
	City staff review the first draft report and prepare comments.
	Discuss the draft report with the City's designated project representative and staff. Based on the discussions, edit the draft report and reissue either in draft or final format in accordance with the City's instructions.
	Issue hard copies and electronic copy of the final report to the City.

(*The City and Contractor shall agree on activity dates.)

Our schedule is flexible. We will adjust the schedule to suit the City's needs. We have the ability to perform work on an expedited basis. In particular, if the City requires, we can perform our analysis and issue the first draft report within 15 calendar days of receiving the necessary data.



EXHIBIT B

SCHEDULE

Fixed fee of \$4,500 per year of the contract (i.e. \$4,500 for services rendered in 2012, and \$4,500 per year for similar services to be rendered in each of the four upcoming option contract years).

The fixed fee of \$4,500 is based on hourly rate of \$225 applied to estimate of 20 hours of actuarial work. The cost of report preparation and delivery (including the preparation of the templates) is included in the fixed fee of \$4,500.

None of the work will be subcontracted, and none of the work will be assigned to any other staff.

