

**ADOPTION AGREEMENT
FOR THE
MULTIPLE EMPLOYER OPEB/PENSION 115 TRUST**

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INTRODUCTION

By executing this Adoption Agreement, the Employer named in Article 1 of this Adoption Agreement hereby adopts and agrees to be bound by the terms of the Multiple Employer OPEB/Pension 115 Trust (the "Trust"), a copy of which is attached as Exhibit A. To the extent there is a conflict between this Adoption Agreement and the Trust, the Trust will control. Unless otherwise specified below, initially capitalized terms used in this Adoption Agreement are defined in the Trust.

ARTICLE 1

EMPLOYER INFORMATION

1.1 Employer's Name, Address, and Telephone Number

(a) Name: City of Indian Wells

(b) Address: 44-950 Eldorado Drive, Indian Wells, CA 92210

(c) Telephone: 760-346-2489

1.2 Employer's Taxpayer Identification Number: XXXX

ARTICLE 2

PLAN INFORMATION

2.1 Plan Names:

OPEB Plan(s): City of Indian Wells OPEB Account

Pension Plan(s): City of Indian Wells Pension Account

(Each a "Plan" and collectively, the "Plans")

2.2 Employer-designated: Plan Administrator's Name, Title, Address, and Telephone Number:

(a) Name: Kevin McCarthy

(b) Title: Finance Director, as designee of the City Manager

(c) Address: 44-950 Eldorado Drive, Indian Wells, CA 92210-7497

(d) Telephone: 760-776-0235

ARTICLE 3

TRUST ADMINISTRATIVE SERVICES

As a condition of the Employer's participation in the Trust, the Employer and the Trust Administrator have executed the Trust Administrative Services Agreement attached as Exhibit B.

ARTICLE 4

INVESTMENTS

The Employer hereby directs the Trust Administrator to direct the Trustee to invest the assets in the Employer's Account in accordance with the investment strategy and any investment policy mutually agreed to by the Employer and the Trust Administrator.

ARTICLE 5

TRUST FEES AND EXPENSES

5.1 Trustees Fee will be equal to 0.02% (annual minimum fee per plan is \$500 and annual maximum fee per plan is \$5,000). Other fees, including Trust Administration Fees are specified in Section 2.1 of the Trust Administrative Services Agreement. Please refer to Section 2.1 of the Trust Administrative Services Agreement for further information about payment of fees and expenses.

5.2 Method of Payment. Unless the Employer otherwise elects below, the Trust Administration Fees (as defined in Section 10.01(b) of the Trust), Trustee Fees (as defined in Section 10.01(c) of the Trust), and any other reasonable fees and expenses of administering the Employer's Account will be paid from the Employer's Account. In lieu of payments from its Account, the Employer hereby elects to pay the following amounts:

- Trust Administration Fees
- Trustee Fees
- All expenses of the Employer's Account other than fees
- Other (please insert description):

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 The Employer hereby represents and warrants that each of the following statements is true and correct to the best of its knowledge:

- (a) The Employer is a state, a political subdivision of a state or another public agency whose income is excludable from gross income under section 115 of the Code that is established and maintained under the laws of the [State/Commonwealth] of California.
- (b) The Employer has established and maintains one or more Plans the exclusive purpose of each is to provide OPEB or retirement benefits to its former employees.
- (c) The exclusive purpose of the Employer's participation in the Trust is to fund the Pension Obligation or OPEB Obligation, or both, under the Employer's Plans.
- (d) The Employer's participation in the Trust for the purpose of funding, as applicable, the Pension Obligation or OPEB Obligation, or both, under the Employer's Plans is authorized under the laws of the [State/Commonwealth] of California.
- (e) The Employer's Plans do not permit participants to direct or otherwise exercise in any manner, whether direct or indirect, control over the investment of their accounts or benefits accrued under the Plans.
- (f) The Employer has received copies, and has read and understands the terms, of the Trust.

ARTICLE 7

STANDARD OF CARE AND INDEMNIFICATION

- 7.1 Standard of Care. The Trustee and the Trust Administrator must discharge their duties in accordance with the standard of care set forth in Section 6.01 of the Trust.
- 7.2 Employer Indemnification of Trustee. The Employer, from its own funds and not from any assets of the Trust, agrees to indemnify the Trustee and each of its affiliates against, and will hold them harmless from, any and all loss, claims, liability, and expense, including cost of defense and reasonable attorneys' fees, imposed upon or incurred at any time by any of them by reason of Employer's own gross negligence or willful misconduct.
- 7.3 Employer Indemnification of Trust Administrator. Employer, from its own funds and not from any assets of the Trust, agrees to indemnify the Trust Administrator and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of Employer's own gross negligence or willful misconduct.

ARTICLE 8

AMENDMENT

The Employer understands and agrees that the Trust may be amended from time to time by the Trust Administrator with the approval of two-thirds of the Employers then participating in the Trust.

ARTICLE 9

NO GUARANTEE OF INVESTMENT RESULTS

The Employer understands and acknowledges that investments in the Trust involve risk and that there is no guarantee of investment performance or other performance of the Trust, including but not limited to custodians, depositories, or counterparties to investment strategies of the Trust.

ARTICLE 10

ADOPTION OF TRUST

By executing this Adoption Agreement, the Employer hereby adopts and agrees to be bound by the terms of the Trust and hereby approves, ratifies and confirms the appointment of Alta Trust Company as the Trustee and Shuster Advisory Group, LLC as the Trust Administrator as of the effective date of this Adoption Agreement. This Adoption Agreement and the Trust Agreement are effective on the ___ day of _____, 2023.

EMPLOYER

CITY OF INDIAN WELLS
Agency Name

By: _____

Its: _____

Date: _____

ACCEPTED:

TRUST ADMINISTRATOR
SHUSTER ADVISORY GROUP, LLC

By: _____

Its: _____

Date: _____

TRUSTEE
ALTA TRUST COMPANY

By: _____

Its: _____

Date: _____

EXHIBIT A
TRUST

EXHIBIT B
TRUST ADMINISTRATIVE SERVICES AGREEMENT

EXHIBIT C

PLAN ADMINISTRATOR: SPECIMEN SIGNATURE