MENDOCINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
STANDARD SERVICES AGREEMENT

This Agreement, dated as of July 1, 2016 is by and between the Mendocino County Employees' Retirement Association, hereinafter referred to as "MCERA", and Hanson Bridgett, LLP, hereinafter referred to as "CONSULTANT".

WITNESSETH

Whereas, MCERA may retain independent CONSULTANTS to perform special services to or for MCERA; and

Whereas, MCERA desires to obtain CONSULTANT for its Tax Counsel Services, Including completion of Internal Revenue Service (IRS) Voluntary Correction Program (VCP) and Determination Letter Filing; and

Whereas, CONSULTANT is professionally qualified to provide such services and is willing to provide same to MCERA;

Now, therefore, it is agreed that MCERA does hereby retain CONSULTANT to provide the services described in Exhibit "A", and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Definition of Services
Exhibit B Payment Terms
Exhibit C Insurance Requirements

The term of this Agreement shall be from July 1, 2016 through June 30, 2017.

The compensation payable to CONSULTANT hereunder shall not exceed Fifteen Thousand Dollars ($15,000.00) for the term of this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year first above written.

MENDOCINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

By:_____
James Wilbanks
Retirement Administrator

HANSON BRIDGETT, LLP

By: Judy Boyette for aew
Judith Boyette
Partner, Hanson Bridgett, LLP

NAME AND ADDRESS OF CONSULTANT:
Hanson Bridgett, LLP
425 Market Street, 26th Floor
San Francisco CA 94105

ATTEST:

By:_____
Judy Zeller
Administrative Assistant

APPROVED AS TO FORM:

By:_____
Jeff Berk
MCERA Legal Counsel

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONSULTANT:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent CONSULTANT. CONSULTANT is not the agent or employee of MCERA in any capacity whatsoever, and MCERA shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

   CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

   CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold MCERA harmless from any and all liability which MCERA may incur because of CONSULTANT'S failure to pay such amounts.

   In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent CONSULTANTS and shall not be treated or considered in any way as officers, agents and/or employees of MCERA.

   CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of MCERA is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by MCERA.

   Notwithstanding the foregoing, if MCERA determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, MCERA may upon two week's notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **STANDARD OF CARE:** MCERA has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirement of applicable federal, state and local laws, it being understood that acceptance of CONSULTANT'S work by MCERA shall not operate as a waiver or release.

3. **PERFORMANCE STANDARD:** CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT'S profession. CONSULTANT hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of CONSULTANT'S work by MCERA shall not operate as a waiver or release. If MCERA determines that any of CONSULTANT'S work is not in accordance with such level of competency and standard of care, MCERA, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with MCERA to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

4. **ASSIGNED PERSONNEL:** CONSULTANT shall assign only competent personnel to perform work hereunder. In the event that at any time MCERA, in its sole discretion, desires the removal of any person or persons assigned by CONSULTANT to perform work hereunder, CONSULTANT shall remove such person or persons immediately upon receiving written notice from MCERA. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by MCERA to be key personnel whose services were a material inducement to MCERA to enter into this Agreement, and without whose services MCERA would not have entered into this Agreement.

   CONSULTANT shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of MCERA. With respect to performance under this Agreement, CONSULTANT shall employ the following key personnel: Judith Boyette, Partner.

   In the event that any of CONSULTANT'S personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of CONSULTANT'S control, CONSULTANT shall be responsible for timely provision of adequately qualified replacements.

5. **INDEMNIFICATION:** CONSULTANT shall indemnify, defend and hold harmless MCERA and any and all of its Board of Retirement, employees and agents

("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, arising out of third-party claims that MCERA is legally obligated to pay as a result of the death or bodily injury to any person, or the destruction or damage to property, including attorney's fees and costs, to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT in performance of its services pursuant to this AGREEMENT, save and except for any such loss, liability, damage, cost or expense arising out of the willful misconduct, sole negligence or concurrent active negligence of MCERA and/or any of the Indemnified Parties. This provision shall not apply to claims involving professional liability. MCERA is relying on the Standard of Care in paragraph 2, and the Performance Standard in paragraph 3. If Consultant is negligent, that is a breach of this agreement, and not withstanding anything stated to the contrary in this Agreement, MCERA is entitled to recover all legal and equitable remedies, including damages, as appropriate.

6. **INSURANCE AND BOND:** CONSULTANT shall at all times during the term of the Agreement with MCERA maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

7. **WORKERS' COMPENSATION:** CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT'S own cost and expense and further, neither CONSULTANT nor its carrier shall be entitled to recover from MCERA any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

8. **CONFORMITY WITH LAW AND SAFETY:**

   a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold MCERA harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT'S failures to comply with such laws, ordinances, codes and regulations.

   b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT'S performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to MCERA a written report, in such form as may be required by MCERA of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of

CONSULTANT'S SUBCONSULTANT, if any; (3) name and address of CONSULTANT'S liability insurance carrier; and (4) a detailed description of the accident and whether any of MCERA's equipment, tools, material, or staff were involved.

c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to MCERA the opportunity to review and inspect such evidence, including the scene of the accident.

9. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit B hereto.

10. **TRAVEL EXPENSES:** CONSULTANT shall not be allowed or paid travel expenses unless set forth in this Agreement.

11. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of CONSULTANT.

12. **OWNERSHIP OF DOCUMENTS:** CONSULTANT hereby assigns to MCERA and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by MCERA, CONSULTANT, CONSULTANT'S SUBCONSULTANTS or third parties at the request of CONSULTANT (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT also hereby assigns to MCERA and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in CONSULTANT'S Information System, respecting in any way the subject matter of this Agreement.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by MCERA to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants MCERA and any assignee of MCERA an express royalty – free license to retain and use said Documents and Materials. MCERA'S rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT'S services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In CONSULTANT'S contracts with other CONSULTANTS, CONSULTANT shall expressly obligate its SUBCONSULTANTS to grant MCERA the aforesaid assignment and license rights as to that CONSULTANT'S Documents and Materials. CONSULTANT agrees to defend, indemnify and hold MCERA harmless from any damage caused by a failure of CONSULTANT to obtain such rights from its CONSULTANTS and/or SUBCONSULTANTS.

CONSULTANT shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by CONSULTANT and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold MCERA harmless from any claims for infringement of patent or copyright arising out of such selection.

MCERA'S rights under this Paragraph 12 shall not extend to any computer software used to create such Documents and Materials.

13. **CONFLICT OF INTEREST; CONFIDENTIALITY:** CONSULTANT covenants 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 services required under this Agreement. Unless CONSULTANT obtains MCERA's informed written consent, CONSULTANT represents to and agrees with MCERA that CONSULTANT has no present, and will have no future, conflict of interest between providing MCERA services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to MCERA, as determined in the reasonable judgment of Retirement Administrator.

CONSULTANT agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for MCERA, will be kept confidential and not be disclosed to any other person. CONSULTANT agrees to immediately notify MCERA by notices provided in accordance with Paragraph 14 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement.

14. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To MCERA: Mendocino County Employees' Retirement Association
625-B Kings Court
Ukiah, CA 95482

To CONSULTANT: Hanson Bridgett
425 Market Street, 26TH Floor
San Francisco, CA 94105
Attn: Judith Boyette

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

15. **USE OF MCERA PROPERTY:** CONSULTANT shall not use MCERA property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

16. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** CONSULTANT certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375 and supplemented I 45CFR, Part 60, Title VII of the Civil Rights Act and any other federal or state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in

matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.

a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

b. CONSULTANT shall, if requested to so do by MCERA, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

c. If requested to do so by MCERA, CONSULTANT shall provide MCERA with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

e. CONSULTANT shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

17. **DRUG-FREE WORKPLACE:** CONSULTANT and CONSULTANT'S employees shall comply with MCERA'S policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any MCERA facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a MCERA facility or work site, CONSULTANT, within five days thereafter, shall notify the Administrator of MCERA. Violation of this provision shall constitute a material breach of this Agreement.

18. **ENERGY CONSERVATION:** CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Code of Regulations), if applicable.

19. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate

licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the office of MCERA.

20. **AUDITS; ACCESS TO RECORDS:** CONSULTANT shall make available to MCERA, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to MCERA, and shall furnish to MCERA, its authorized agents, officers or employees such other evidence or information as MCERA may require with regard to any such expenditure or disbursement charged by CONSULTANT.

    CONSULTANT shall maintain full and adequate records in accordance with MCERA requirements to show the actual costs incurred by CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of MCERA, make such books and records available to MCERA for inspection at a location within County or CONSULTANT shall pay to MCERA the reasonable, and necessary costs incurred by MCERA in inspecting CONSULTANT'S books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. MCERA further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by MCERA, and CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after MCERA makes the final or last payment or within four (4) years after any pending issues between MCERA and CONSULTANT with respect to this Agreement are closed, whichever is later.

21. **DOCUMENTS AND MATERIALS:** CONSULTANT shall maintain and make available to MCERA for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 21 of this Agreement. CONSULTANT'S obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by MCERA), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following MCERA'S last payment to CONSULTANT under this Agreement.

22. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

23. **TERMINATION:** MCERA has and reserves the right to suspend, terminate or abandon the execution of any work by CONSULTANT without cause at any time upon giving to CONSULTANT prior written notice. In the event that MCERA should abandon, terminate or suspend CONSULTANT'S work, CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its Tax Counsel Services shall not exceed $30,000.00 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

24. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

25. **ADVERTISING OR PUBLICITY:** CONSULTANT shall not use the name of MCERA, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of MCERA in each instance.

26. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between MCERA and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

27. **HEADINGS:** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time MCERA believes CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, MCERA may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to MCERA, to correct the observed deficiencies in CONSULTANT'S performance. CONSULTANT

shall provide such written assurances and written plan within ten (10) calendar days of its receipt of MCERA'S request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without MCERA'S prior written approval.

    a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

    b. CONSULTANT shall use the SUBCONSULTANTS identified in Exhibit A and shall not substitute SUBCONSULTANTS without MCERA'S prior written approval.

    c. CONSULTANT shall remain fully responsible for compliance by its SUBCONSULTANTS with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its SUBCONSULTANTS.

31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. **PATENT AND COPYRIGHT INDEMNITY:** CONSULTANT represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONSULTANT Products") provided to MCERA under this Agreement infringe any patent, copyright or other proprietary right.

    CONSULTANT shall defend, indemnify and hold harmless MCERA of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONSULTANT Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

    a. MCERA will: (1) notify CONSULTANT promptly of such claim, suit or assertion; (2) permit CONSULTANT to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONSULTANT to do so. CONSULTANT shall not agree without MCERA's prior written consent, to any settlement, which would require

MCERA to pay money or perform some affirmative act in order to continue using CONSULTANT Products.

b. If CONSULTANT is obligated to defend MCERA pursuant to this Section 33 and fails to do so after reasonable notice from MCERA, MCERA may defend itself and/or settle such proceeding, and CONSULTANT shall pay to MCERA any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with MCERA's defense and/or settlement of such proceeding.

c. In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for MCERA the right to continue using CONSULTANT Products; or (2) replace or modify CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

d. Notwithstanding this Section 33, MCERA retains the right and ability to defend itself, at its own expense, against any claims that CONSULTANT Products infringe any patent, copyright, or other intellectual property right.

33. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. CONSULTANT is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If CONSULTANT elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

34. ARBITRATION OF DISPUTES: In the event of any material dispute regarding the services provided or fees charged by CONSULTANT which cannot be settled amicably, CONSULTANT and MCERA both agree that such dispute shall be submitted, as soon as practicable, to final and binding arbitration in San Francisco in accordance with the rules and procedures of JAMS Inc., a private mediation and arbitration facilitator. Any dispute shall be strictly confidential between CONSULTANT and MCERA and, except for each party's own representatives, will not be disclosed to any other person or entity, except as may be required by law.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONSULTANT shall provide the following services:

This engagement will involve CONSULTANT continuing to provide miscellaneous tax counsel services to MCERA including tax, benefits, and related advice. This engagement also includes advice and counsel for MCERA related to IRS filings, including the IRS Cycle E determination letter application filed in 2015, and any required Voluntary Correction Program ("VCP") filing for MCERA, including any follow up or implementation of regulations that may be needed.

EXHIBIT B

PAYMENT TERMS

1. MCERA will pay CONSULTANT for services per the hourly rates set forth below. The maximum amount payable to CONSULTANT shall not exceed $15,000.00 in payment for services prior to the effective date of said suspension, termination or abandonment. CONSULTANT agrees that it has the obligation to notify MCERA when this maximum amount is reached. CONSULTANT further agrees that it will not be entitled to receive any payments in excess of this amount, unless first approved by the Board of Retirement.

Employee Benefits Group Hourly Billing Rates (with approved discount for Mendocino County Employees' Retirement Association)

Effective July 1, 2016[1]

Attorney Name	Proposed Rate
Judy Boyette, Partner	$ 499
Alison Wright, Partner	$ 420
Anne Hydorn, Partner	$ 383
Ed Bernard, Partner	$ 383
Christopher Karachale, Partner	$ 383
Liz Masson, Senior Counsel	$ 330
Nancy Hilu, Senior Counsel	$ 330
Melissa Mayhew, Associate	$ 273

[1] Rates are subject to adjustment annually, except as otherwise agreed upon.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude MCERA from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONSULTANT agrees to indemnify and hold harmless MCERA, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorneys' fees, for personal injury or death, or for the loss or damage to the property, or any or all of them, to the extent arising out of the performance of this Agreement by CONSULTANT.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to MCERA certificate(s) of insurance evidencing Workers' Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all SUBCONSULTANTS similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONSULTANT'S and SUBCONSULTANTS' employees.

CONTRATOR shall demonstrate proof of General and/or Professional Liability Insurance in the amount of $1,000,000.00 as determined by the Risk Manager upon review of the scope of services of the Agreement.