

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
THE SAN DIEGO COUNTY EMPLOYEES RETIREMENT ASSOCIATION (SDCERA)
AND
_____ (CORPORATE CONSULTANT)**

This Agreement (“Agreement”) for professional consulting services is made and entered into as of _____ (“Agreement Date”), at San Diego, California, by and between the San Diego County Employees Retirement Association (“SDCERA”), and _____ (“Consultant”).

The Agreement shall consist of this document, Exhibit A Statement of Work, [# include Contractor’s offer including final revisions as Exhibit A-1 where applicable; for RFB include Exhibit A-1 RFB ### including all addenda and attachments (incorporated herein by reference)], Exhibit B Fee Schedule, and Exhibit C [attach any vendor provisions, if applicable]. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; and Fourth (4th) Exhibit C, if applicable.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Services to be Provided.

Consultant agrees to perform the services (Services) described in the Statement of Work (Statement of Work which includes performance metrics) attached to this Agreement as Exhibit A.

2. Compensation.

SDCERA will compensate Consultant for services rendered pursuant to this Agreement in accordance with Exhibit B, Fee Schedule.

3. Term.

The term of this Agreement commences on [EFFECTIVE DATE] and continues through [TERMINATION DATE].

4. Independent Contractor.

4.1 Consultant agrees to perform the Services as an independent contractor and agrees they will be acting at all times as such. Neither party intends, and this Agreement should not be construed, to create any relationship of agent, servant, employee, partnership, joint venture, or association between Consultant and SDCERA. Consultant is not, and will not, be deemed to be for any purpose (including, without limitation, Workers’ Compensation) an employee of San Diego County (the “County”). Consultant is not entitled to any rights, benefits, or privileges of County employees. Consultant is not eligible to participate in any insurance, savings, pension, or deferred compensation offered by SDCERA or the County.

4.2 Consultant has no power or authority to assume or create any obligation or responsibility, express or implied, on behalf of SDCERA or the County, or to bind SDCERA or the County in any way whatsoever.

4.3 Consultant accepts full and complete responsibility for filing all tax returns and paying all taxes which may be required or due for payments received from SDCERA under this Agreement. SDCERA will memorialize payments for Consultant's services on a Form 1099.

4.4 Consultant represents and warrants that they comply with all applicable federal, state, and local laws, including without limitation, those laws respecting business licenses, withholding, reporting, and payment of taxes. Consultant further represents and warrants that they will report any income accruing to Consultant from this Agreement to the appropriate taxing authorities.

5. SDCERA's Contracting Officer Representative (COR).

SDCERA's Contracting Officer Representative (COR), responsibility for determining whether the Services are performed to SDCERA's satisfaction. SDCERA's COR is [Insert name, Title].

6. Indemnification and Insurance.

6.1 Consultant shall indemnify, defend and save harmless SDCERA, its agents, officers and employees from and against any and all liability, damage, suit, cost of suit, or expense, including defense costs and attorney's fees, arising out of or connected with third party claims for damages of any nature whatsoever arising from or connected with Consultant's operations or its services, including, without limitation, claims for bodily injury, death, personal injury, or property damage, including damage to Consultant's property, caused by Consultant in the performance of this agreement. Notwithstanding the foregoing, the Consultant shall not be liable for any special, consequential, incidental, exemplary damages or loss (or any lost profits, taxes, interest, tax penalties, savings or business opportunity) or any loss, damage, or liability arising from the negligence or willful misconduct of SDCERA.

6.2. Without limiting Consultant's indemnification of SDCERA, Consultant shall provide and maintain at its own expense during the term of this Agreement the following policy or policies of insurance covering its operations hereunder. Such insurance shall be secured through a carrier satisfactory to SDCERA and certificates evidencing such insurance shall be delivered to SDCERA on or before the effective date of this Agreement. SDCERA is to be given by Consultant at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance.

6.2.1 Such insurance shall be primary in all instances and shall name San Diego County Employees Retirement Association as an additional insured and shall include certificate(s) or other evidence of coverage satisfactory to SDCERA shall be delivered to prior to commencing services under this Agreement and annually thereafter.

6.3. Such certificates or other evidence shall:

6.3.1 Specifically identify this Agreement.

6.3.2 Clearly evidence all coverages required in this Agreement.

6.3.3 Contain the express condition that SDCERA is to be given written notice by mail at least 45 days in advance of cancellation for all policies, or, alternatively, in the event the insurers that otherwise provide satisfactory insurance hereunder do not assume third-party notification provisions, Consultant

hereby agrees to notify SDCERA at least 45 days in advance of any cancellation of any of the policies provided for herein.

6.3.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding that SDCERA, its trustees, officers, and employees as insureds for all activities arising from this Agreement.

6.3.5 Self-Insured Retentions must be declared to and approved by the SDCERA. SDCERA may require Consultant to purchase coverage with no retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention will be satisfied by the named Consultant.

6.3.6 SDCERA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6.4. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to SDCERA with an A.M. Best rating of not less than A-, X, unless otherwise approved by SDCERA.

6.5. Failure to Maintain Coverage. Consultant's failure Consultant to maintain the required insurance, or to provide evidence of insurance coverage acceptable to SDCERA, shall constitute a material breach of the contract upon which SDCERA may immediately terminate or suspend this Agreement. SDCERA, at its sole option, may obtain damages from Consultant resulting from said breach.

6.6. Compensation for SDCERA Costs. In the event that Consultant fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to SDCERA, Consultant shall pay full compensation for all costs incurred by SDCERA up to levels of insurance stipulated below.

6.7. Cooperation Regarding Insurance. SDCERA may elect to procure insurance against loss or damage it may sustain in connection with Consultant's performance under this Agreement. Consultant will promptly cooperate with any reasonable request for information regarding Consultant which is required to obtain such insurance.

6.8. Survival of Obligations. Consultant's obligations under this Section 6 shall survive expiration or termination of this Agreement.

6.9. Commercial General Liability. Consultant shall provide and maintain a Commercial General Liability insurance policy, which names SDCERA as additional insured. Such policy shall cover legal liability for bodily injury and property damage arising out of Consultant's business operations and services that Consultant provides pursuant to this Agreement. Such policy shall include, without limitation, endorsements for Property Damage, Premises-Operations, Products/Completed Operations, Contractual, and Personal/Advertising Injury with a limit of at least \$1,000,000 per occurrence and an annual aggregate of at least \$1,000,000.

6.10. Auto Liability. Consultant shall provide and maintain a comprehensive auto liability insurance policy endorsed for all "owned", "non-owned", and "hired" vehicles, or coverage for any "auto", with a combined single limit of not less than \$300,000 each occurrence.

6.11. Workers' Compensation. Consultant shall bear sole responsibility and liability for furnishing Workers' Compensation benefits to Consultant's employees for injuries arising from or connected with any services provided to SDCERA under this Agreement. Consultant shall provide and maintain a program of Workers' Compensation, in an amount and form to meet all applicable statutory requirements, if Consultant hires employees.

7. Non-Exclusive Services.

This Agreement is not exclusive. Consultant has the right to perform services for others during the term of this Agreement, but Consultant agrees not to engage in any business, work or services of any kind under Agreement, or otherwise, for any person, organization or agency, which in the opinion of SDCERA is detrimental to the interests of SDCERA or that would materially interfere with the performance of the Services. Consultant agrees to disclose such information regarding business, work, or services they perform on behalf of any person, organization, or agency as SDCERA may reasonably require verifying Consultant's compliance with this Section.

8. Agreement Not Assignable.

Consultant may not assign any of its rights, duties, or obligations under this Agreement without the prior written consent of SDCERA, which SDCERA may grant or withhold in its sole discretion.

9. Confidentiality and Proprietary Rights.

9.1 SDCERA's Propriety Rights. All completed deliverables (which may include: materials, documents, data, reports, licenses, software, and other information developed or obtained under this Agreement specifically and exclusively for SDCERA) delivered to SDCERA, excluding any Consultant Material (defined below) contained or embodied therein (collectively "Deliverables") become the sole property of SDCERA upon payment therefor, and upon the expiration or earlier termination of this Agreement, Consultant will promptly deliver to SDCERA all deliverables prepared by Consultant under this Agreement. Consultant may retain possession of all working papers prepared by Consultant. During and after the term of this Agreement, SDCERA shall have the right to inspect any and all such working papers upon reasonable prior notice and during normal business hours at no additional cost, when undergoing an External Quality Assurance Review. Both parties hereto acknowledge that Consultant retains the exclusive rights to its working papers and the intellectual capital (including, without limitation, methodologies, know how, models, general skills, expertise, ideas, concepts, techniques, processes, software, materials, tools, other intellectual propriety or information and any graphic or digitized representation of any of these) developed or possessed by Consultant prior to, or acquired under the performance of this Agreement and the foregoing shall not be deemed Deliverables and Consultant shall not be restricted in any way with respect thereto (collectively, "Consultant Materials"). SDCERA shall have non-exclusive, non-transferable license to use Consultant Materials for its own internal use and only for the purposes for which they are delivered to the extent they form part of a Deliverable.

9.2 Confidential Information. Consultant understands that, during the performance of this Agreement, it will have access to confidential and proprietary SDCERA information, policies and procedures, benefits, business practices, and technology concerning SDCERA's operations, as well as sensitive confidential member information and business critical non-member information (collectively, Confidential Information). For clarity, Confidential Information includes all information of any and every kind provided to Consultant, regardless of whether it may previously have been disclosed by SDCERA or others in other contexts, in that SDCERA needs to know to whom, when, where, and how all of its information has been disseminated and reserves to itself the right to determine to whom, when, where, and how such information is released. Confidential Information further includes all information related in any way to SDCERA provided to Consultant.

Confidential Information may be provided to Consultant or generated or stored by Consultant in written, electronic, verbal, and all others forms. Consultant understands and agrees that:

9.2.1 Consultant shall not disclose Confidential Information to any person within its organization except those persons required to perform the services of the Agreement.

9.2.2 Consultant shall not disclose Confidential Information to any third party without SDCERA's advance written approval.

9.2.3 Consultant's agreement not to disclose Confidential Information includes an agreement not to disclose information even on a no-names basis.

9.2.4 Consultant will use best efforts, including but not limited to the highest level of care Consultant accords to its own most sensitive information and the most sensitive information of its other clients, to secure and maintain the confidential nature of the Confidential Information.

9.2.5 Consultant will not use the Confidential Information for any purpose other than to perform the services required by this Agreement. This confidentiality provision will survive the termination of the Agreement.

10. Nondiscrimination.

Consultant hereby promises and agrees that it will comply with Subchapter VII of the Civil Rights Act of 1964, 43USC Section 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement, or under any project, program or activity supported by this Agreement.

Consultant shall take affirmative action to ensure that applicants and employees are treated in an unbiased manner without regard to their race, color, religion, sex, age, ancestry, or national origin, physical or mental handicap, marital status, or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

11. Compliance with Laws.

Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference. Consultant shall indemnify and hold SDCERA harmless from any loss, damage or liability resulting from a violation by Consultant of any such laws, rules, regulations, ordinances, and directives. Notwithstanding the foregoing, Consultant shall not be liable for any special, consequential, incidental, exemplary damages or loss (or any lost profits, taxes, interest, tax penalties, savings or business opportunity) or any loss, damage, or liability arising from the negligence or willful misconduct of SDCERA.

12. Conflict of Interest.

No officer or employee of SDCERA whose position enables him or her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity or in any way remunerated by Consultant, or have any direct or indirect financial interest in this Agreement or in Consultant.

13. Modifications.

Any modification to this Agreement must be in writing, signed by Consultant and SDCERA, to be effective.

14. Termination for Default.

Services performed under this Agreement may be terminated in whole or in part by SDCERA providing to Consultant a written Notice of Default if (1) Consultant fails to perform the services within the time specified in this Agreement or any extension approved by SDCERA, provided Consultant shall not be liable for delays beyond his reasonable control, or (2) Consultant fails to materially perform any other covenant or condition of this Agreement, or (3) Consultant fails to make progress so as to endanger its performance under this Agreement provided Consultant shall not be liable for delays beyond his reasonable control.

Consultant shall have ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, SDCERA may extend this period or authorize a longer period for cure.

Without limitation of any additional rights or remedies to which it may be entitled, if SDCERA terminates all or part of the services for Consultant's Default, SDCERA, in its sole discretion, may procure replacement services.

If it is determined that Consultant was not in Default under the provisions of this Agreement, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued under Section 15, Termination for Convenience.

15. Termination for Convenience.

Services performed under this Agreement may be terminated in whole or in part at any time SDCERA or Consultant deems that termination is in its best interest. SDCERA or Consultant shall terminate services

by delivering a written Termination Notice which specifies the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice under this section, and unless otherwise expressly directed by SDCERA, Consultant shall take all necessary steps and shall stop services on the date and to the extent specified in the Termination Notice and shall complete services not so terminated.

In the event that Consultant determines, in his professional judgment, that they cannot complete the services, Consultant may withdraw from the engagement without liability. In addition, Consultant reserves the right to, in whole or in part, decline to perform services if information comes to their attention indicating that performing any Services could cause Consultant to be in violation of applicable law, regulations or standards or in a conflict of interest, or to suffer reputational damage. On termination of this Agreement for whatever reason: (i) Consultant shall render an invoice in respect of any Services performed and expenses incurred since the date of the last invoice issued, and (ii) SDCERA shall pay the undisputed amounts of such invoice.

16. Disaster Recovery & Business Continuity.

Consultant will implement and maintain disaster recovery and business continuity procedures that are reasonably designed to recover data processing systems, data communications facilities, information, data and other business-related functions of SDCERA in a manner and time frame consistent with legal, regulatory and business requirements applicable to SDCERA.

17. Data Breach Verification.

17.1 Consultant shall provide an annual written, signed attestation that to the best of its knowledge, no data breach, hacking, or incidental divulging of Member Records has occurred and that no Member Record has been compromised. The attestation shall verify that adequate internal policies and procedures exist to prevent data theft and unauthorized access.

17.2 Consultant shall comply with California Civil Code § 1798.29(e) and California Civ. Code § 1798.82(f). In the event of a security breach of more than 500 records, the Consultant shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General.

17.3 Consultant shall notify any California resident whose unencrypted personal information, as defined, was acquired, or reasonably believed to have been acquired, by an unauthorized person as required by California Civil Code §1798.29(a) and California Civ. Code§1798.82(a).

17.4 Notwithstanding the legal notification requirements in the preceding paragraphs, Consultant will immediately notify SDCERA upon its discovery of any incident or data breach.

18. Criminal Background Check Requirement.

Contractor shall ensure that criminal background checks are required and completed for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing SDCERA or client data, or has access to SDCERA data or facilities. Background checks shall, at a minimum, include California Department of Justice Live Scan Fingerprinting. Contractor shall also

have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section. Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with Section 9 of the Agreement.”

19. Audit, Inspection & Monitoring

SDCERA or its authorized agent, shall have the right to monitor, assess, and evaluate Contractor's performance under this Agreement, to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and to monitor Contractor's access to the SDCERA network and any equipment provided to perform the work under this Agreement.

20. Disentanglement.

20.1 General Obligations.

Upon the expiration or termination of all or a portion of the services provided hereunder (“Transitioning Services”), SDCERA may elect to have such services, substantially similar services, or follow-on services (“Disentangled Services”) performed by SDCERA or one or more separate contractors (“Replacement Provider”). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services (“Disentanglement”) without any material impact on the services. Contractor shall cooperate with SDCERA and otherwise take all steps reasonably required to assist SDCERA in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as SDCERA may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

20.2 Disentanglement Process.

Contractor and SDCERA shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations. If SDCERA requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by SDCERA approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to SDCERA's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. SDCERA shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

20.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations (“Specific Obligations”):

20.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

20.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

20.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to SDCERA all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and SDCERA, if Replacement Provider is other than SDCERA).

Without limiting any other provision of this Agreement, Contractor shall reimburse SDCERA for any losses resulting from Contractor’s failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

20.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to SDCERA all SDCERA assets in Contractor’s possession, pursuant to this Agreement.

SDCERA shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for SDCERA, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from SDCDRA’s site any Contractor assets that SDCERA, or its designee, chooses not to purchase under this provision.

20.3.5 Delivery of Documentation.

Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or SDCERA, if Replacement Provider is other than SDCERA), all documentation and data necessary for Disentanglement.

20.3.6 Licenses to Proprietary Software.

For any software programs developed for use under this Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the Replacement Provider (and to SDCERA, if Replacement Provider is other than SDCERA), at no charge to SDCERA, to use, copy, and modify, all software, including software not specifically developed for SDCERA under this Agreement, that would be needed in order to allow Replacement Provider to continue to perform the Disentangled Services. Contractor shall also provide Replacement Provider (and SDCERA, if Replacement Provider is other than SDCERA) with a copy of all such software, in such media as requested by SDCERA, together with object code, source code, and appropriate documentation. Contractor shall also offer to SDCERA, as appropriate, the right to receive maintenance

(including all enhancements and upgrades) and support with respect to such software for so long as SDCERA requires, at the best rates Contractor is offering to other major customers for services of a similar nature and scope.

21. Entire Agreement and Severability.

This document (including Attachment A) constitutes the final, complete, and exclusive statement of the terms of the Agreement between SDCERA and Consultant for the services to be performed and supersedes all prior and contemporaneous understandings or agreements of the parties. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions or parts thereof shall nevertheless be binding and enforceable and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision which comes closest to the intent of the parties.

22. Governing Law and Venue.

22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to principles of conflicts of laws.

22.2 Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates (whether in contract, tort, equity, or otherwise), shall bring the legal action or proceeding in either the United States District Court or in any court of the State of California sitting in San Diego County.

22.3 Each party to this Agreement consents to the exclusive personal and subject matter jurisdiction of any United States District Court sitting in San Diego County and any court of the State of California sitting in San Diego County, and their appellate courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement or the transactions it contemplates, including all claims of any nature or type, whether in contract, tort, statutory, equitable, legal, or otherwise.

23. Attorney's Fees.

In the event of litigation between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses incurred therein, including attorney's fees, which shall be included in the limitation of liability described in Section 4. These expenses shall be in addition to any other relief to which the prevailing party may be entitled and shall be included in and as part of the judgment or decision rendered in such proceeding.

24. Interpretation.

Consultant acknowledges they have been given the opportunity to have counsel of their own choosing to participate fully and equally in the review and negotiation of this Agreement. The language in all parts of this Agreement shall be construed in all cases according to its fair meaning, and not strictly for or against any party hereto. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

25. Waiver.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, or preceding or subsequent, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

26. Standards of Performance.

SDCERA acknowledges that the Services will involve analysis, judgment and other performance from time to time in a context where the participation of SDCERA or others is necessary, where answers often are not certain or verifiable in advance, and where facts and available information change with time. Accordingly, evaluation of Consultant's Services shall be based solely on Consultant's substantial conformance with any standards or specifications expressly set forth in this Agreement and any applicable Statement of Work hereunder, and all applicable federal and state laws and regulations and applicable professional standards (including, but not limited to, the American Institute of Certified Public Accountants ("AICPA") Statements on Standards for Consulting Services). SDCERA acknowledges that the Services will involve the participation and cooperation of management and others of SDCERA. Unless SDCERA and Consultant agree otherwise, in writing, Consultant shall have no responsibility to update any of Consultant's work after its completion.

27. Other Costs.

Unless expressly provided for, the Services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Except with respect to a dispute or litigation between Consultant and SDCERA, Consultant's costs, expenses, and time spent in legal and regulatory matters or proceedings arising from this Agreement, such as subpoenas, testimony, bankruptcy filings or proceedings, consultation involving private litigation, arbitration, government or industry regulation inquiries, whether made at SDCERA's request or the request of a third party, will be billed to SDCERA separately at Consultant's standard rates for such services.

28. Notices.

All notices or other communications required under this Agreement shall be in writing, addressed as provided below.

Notice to SDCERA:

[Insert Name, Title]
SDCERA
2275 Rio Bonito Way, Suite 100
San Diego, CA 92108
[Phone Number]

Notice to Consultant

[Insert Name, Title]
[Company Name]
[Company Address]
[Phone Number]

29. Third Party Beneficiaries.

The information contained in documents prepared by Consultant in the course of providing services under the terms of this Agreement is for the sole use of SDCERA in accordance with the purpose of this Agreement hereunder. The deliverables are not for a third party's benefit of reliance, and Consultant disclaims any contractual or other responsibility or duty of care to others based upon the Services, work product or deliverables. Any work product, deliverables, or documents delivered by Consultant shall be released only as redacted in accordance with law or with the prior written permission of Consultant. Except to the extent expressly provided hereto to the contrary, no third-party beneficiaries are intended under this Agreement.

30. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, SDCERA and Consultant execute this Agreement valid as of the date last signed by the parties below and effective as of the date provided for in Section 3. The person(s) signing this Agreement for Consultant represents and warrants that they are duly authorized to bind Consultant and have the legal capacity to execute and deliver this Agreement.

DATED: _____ By: _____
Tracy Sandoval, Chief Executive Officer
SDCERA

DATED: _____ By: _____
[Insert Name, Title]

APPROVED AS TO FORM
By: _____
Brant Will, Chief Legal Officer, SDCERA
Dated: _____

Exhibit A
STATEMENT OF WORK

Exhibit B
FEE SCHEDULE

1. Fee. \$ _____

Consultant will be paid upon completion of the services specified in the Statement of Work in Exhibit A.

2. Payment Methodology. Consultant will submit an invoice no later than twenty days following the end of the month during which the services were completed. Invoices will be submitted to SDCERA via email as follows:

To: accountspayable@sdcera.org

Cc: [COR]

3. Invoice Requirements. Invoices will include the following minimum elements in order to be approved for payment:

- a. Consultant's name
- b. Consultant's address
- c. Invoice number
- d. Invoice date
- e. Dates of services performed
- f. Description of services performed, if necessary
- g. Total price of services performed
- h. Invoice due date
- i. Name, telephone number, and email address of Consultant staff to contact regarding any questions on invoice