

Stanislaus County Employees' Retirement Association

Request for Proposal

**To Perform General Legal Counsel
Services for the Board of Retirement**

November 21, 2025

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH RFP**

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the Stanislaus County Employees' Retirement Association (STANCERA):

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by Agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposer, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

DECLARATION UNDER PENALTY OF PERJURY

The undersigned proposer declares and certifies under the penalty of perjury: that the only persons or parties interested in this RFP as principals are those named herein as proposer, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this proposal; that the undersigned has examined the "General Conditions and Instructions to proposers" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this RFP, that the undersigned (if awarded a contract) will execute and fully perform the contract for which the proposals are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the pricing schedule of the contract; that the undersigned knows and represents and warrants to STANCERA that this proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this proposal.

I declare under penalty of perjury that the foregoing is true and correct.

Name of proposer: _____

*Type of Business: ☐ Individual doing business under own name ☐ Corporations
☐ Individual doing business using a firm name ☐ Partnership
☐ Joint Venture (Please attach Joint Venture Agreement)

Business Address: _____

City, State, Zip Code: _____

Dated: _____

By: _____
(Signature) (Print Initials)

Name: _____

Title: _____

Email Address: _____

Telephone Number: _____ Fax Number: _____

*To be signed by an authorized corporate officer, partner, or individual submitting the proposal.

EXAMPLE

If proposer is:

Sign:

1. An individual doing business under their own nameYour name only
2. An individual using a firm nameJohn Doe, an individual doing business as Blank Company
3. A Partnership John Doe and Richard Roe, partners doing business as
Blank Company, By John Doe, partner
4. A Corporation.....Blank Company, by John Doe, secretary (or other title)

Note: The above Non-Collusion Affidavit is part of the RFP. Signing this RFP on the signature portion thereof shall also constitute the signature of this Non-

Collusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

CERTIFICATE OF INSURANCE **CHECKLIST**

Provided to assist the proposer in meeting the required insurance provisions found in Section 9 of the sample legal Agreement (Attachment B).

Proposer _____ **BID Name** Board Legal Counsel 2025-11-21.

	<u>Gen. Liab.</u>	<u>Auto</u>	<u>Wrkrs. Comp</u>	<u>E & O</u>	
• The correct proposer name is listed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• NAIC # of insurers is provided on the certificate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• Policy limits of insurance meet requirements in the agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• Deductibles are declared and approved or waived by STANCERA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• Expiration date of policy is 6 months or more into the future	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• 30-day notice of cancellation included	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• Certificate Holder is "Stanislaus County Employees' Retirement Association" (STANCERA) (Note: "Stanislaus County – CSA" for example is not acceptable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• Endorsement naming "Stanislaus County Employees' Retirement Association" (STANCERA) as "Additional Insured" included	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• Waiver of Subrogation endorsement included (Worker's Compensation only)			<input type="checkbox"/>		
• Carrier is admitted/licensed to issue insurance in California	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A
• Best's rating of no less than A-, Financial Size Category of at least VII	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A

(for all "Insurers" listed on Certificate; State Fund is okay/an exception)
<http://www3.ambest.com/ratings/advanced.asp?bl=0&Menu=Search+Best%27s+Ratings>

Comments:

Introduction and Background

STANCERA is soliciting proposals from qualified law firms and individuals to provide General Board Legal Counsel services to STANCERA Board and STANCERA staff. It is STANCERA's intent to obtain the services of one firm or individual to begin providing services in February 2026.

The Stanislaus County Employees' Retirement Association (STANCERA) is an independent multi-employer public retirement trust established pursuant to California Government Code Section 31450 et seq. Under the provisions of the Government Code, the administration and investment of assets is governed by a nine member and one alternate Board of Trustees. Three of the trustees are elected by the active members, one trustee and one alternate are elected by the retired members, four are appointed by the Board of Supervisors, and the County Treasurer is an ex-officio member of the Board of Trustees.

STANCERA's staff administers benefits for the County of Stanislaus, Stanislaus Superior Courts, Stanislaus Council of Governments, City of Ceres, Eastside Mosquito Abatement District, Keyes Community Services, Salida Sanitary District, Stanislaus Regional Transit Authority, and Hills Ferry Cemetery District. STANCERA currently administers retirement benefits and pension assets for approximately 11,524 members (including members in deferred retirement status). The active membership is composed of general and safety classifications, each with multiple tiers. Each member classification/tier has a different benefit formula. Member contribution rates are established pursuant to state law and associated bargaining agreements. The County contribution rate is established based on the Plan Actuary's recommendation. STANCERA currently administers approximately \$3.12 billion in plan assets.

STANCERA retains the services of other attorneys to perform legal counsel services on disability retirement applications, domestic relations orders, investments, fiduciary, and tax issues.

Services to be Provided

A. Board General Legal Counsel Services

See Attachment A – Exhibit A - Scope of Work

See Attachment B – Exhibit B - Sample Legal Agreement

Engagement Process

The following timetable outlines the anticipated conduct of the process:

Request for Proposal (RFP) issued:	November 21, 2025
Deadline for Questions and clarifications	December 5, 2025
Due Date for submission of proposals	January 2, 2026
Evaluation of Proposals	January 2 – January 16, 2026
Finalist Interviews (if needed)	To be determined
Recommendation to the Board	January 27, 2026 or February 24, 2026

General Conditions and Instructions to Proposer

A. Proposal Content and Quantity

Proposals must be submitted in the format identified in the Submission of Proposals section, under Paragraph J - Proposal Elements. All items shall be electronically submitted. STANCERA may not consider proposals not submitted in the format specified.

One electronic copy should be submitted. Proposals shall clearly identify the project name, and RFP response date January 2, 2026, no later than 4:00 p.m. to:

Alaine Taa
taaa@stancera.org
Stanislaus County Employees' Retirement Association
832 12th Street, Suite 600
Modesto, CA 95354
(209) 525-6393

You will be contacted via email with confirmation of receipt of the RFP. If you have not been contacted, please contact Alaine Taa.

B. Awarding Contract

Within ninety (90) days after the proposal opening, a contract may be awarded by STANCERA to the most responsible and responsive proposers, subject to the right of STANCERA to reject all proposals, as it may deem proper in its absolute discretion. The time for awarding the contracts may be extended at the sole discretion of STANCERA, if required to evaluate proposals or for such other purposes as STANCERA may determine, **unless the proposer objects to such extension with their proposal.**

C. Form Agreement; Exceptions and Alternatives.

A sample Agreement (Attachment B) is attached for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply. The Agreement by this reference, made a part hereof, contains terms and conditions that apply to the performance of this work. If the proposer suggests alternatives or states exceptions to any term or condition in the Agreement or to any provision or requirement of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Otherwise, the successful proposer will be expected to sign the Agreement upon award of the contract. Any proposed alternative must satisfy all minimum qualifications specified in the RFP. STANCERA expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as nonconforming, or (2) accept any proposal, alternative, or exception and to award a contract based thereon if determined to be in the best interest of STANCERA.

These provisions are subject to revision by STANCERA at any time prior to the signing of the Agreement.

Proposer shall submit the following documents as a response to this RFP:

- Return the completed and signed RFP package.
- Complete and sign a Federal W9 form (Request for Taxpayer Identification Number and Certification).
- Complete and sign a California 590 form (Withholding Exemption Certificate)
- Any exceptions to the terms and conditions of this RFP, sample Agreement, and insurance requirements (see "insurance checklist) must be submitted with the proposal response.

STANCERA does not discriminate on the basis of race, religion, sex, sexual orientation, national origin, marital status, age, physical handicap, or ownership by women or minorities.

D. Protest and Appeal Procedures

1. General

Proposers wishing to protest or appeal a contracting decision by STANCERA must follow the procedures provided by this section. Protests or appeals, which are not submitted in accordance with these procedures, will not be reviewed.

Definitions

- a. For the purposes of this procedure: "Days" means business days of STANCERA.
- b. "Filing Date" or "Submission Date" means the date of receipt by STANCERA in care of Elaine Taa.
- c. "Interested Party" means an actual or prospective bidder or proposer.
- d. "Bid" includes the term "offer" or "proposal" as used in the context of formal, informal, or negotiated contracts.

3. Protest Procedure

- a. Any interested party may file a protest with STANCERA not later than five (5) days after award of the bid.
- b. The protest shall be emailed to retirement@stancera.org. Interested parties may be represented by legal counsel if they desire. Each party shall bear its own costs and fees in connection with a protest or an appeal.
- c. The protest filed with STANCERA shall:
 - Include the name, address, and business telephone number of the protestor;
 - Identify the search under protest by name, quotation/bid number where applicable, and quotation/bid date where applicable;
 - Contain a concise statement of the grounds for protest; and
 - Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be reviewed.

4. Protest Review

- a. Upon receipt of a protest, STANCERA shall review all the submitted materials and shall create and retain a record of the review. STANCERA shall respond at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the protest.
- b. STANCERA decisions may be appealed to the Stanislaus County Employees' Retirement Association Board of Retirement. The decision of the Board of Retirement shall be final.

Additional Terms and Conditions

A. **Cost of Preparation of Proposal**

STANCERA shall not pay costs incurred in the proposal preparation or demonstration process. All such costs shall be borne by the proposer.

B. **Rights to Pertinent Materials**

All responses, inquiries, and correspondence relating to the Request for Proposal and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the proposer that are submitted as part of the proposal shall become the property of STANCERA and will be kept confidential until a recommendation for award of a contract has been announced.

Any material that the proposer believes is exempt from public disclosure and confidential or proprietary should be marked “**Confidential**” or “**Proprietary**”. After the RFP is awarded to the successful Proposer(s) all submitted material becomes public information unless marked “Confidential” or “Proprietary”. STANCERA will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for inadvertent disclosure of such materials, data, and information. Submissions marked “confidential” in their entirety will not be honored as such, and STANCERA will not deny public disclosure of all, or any portion of submittals so marked.

C. **Public Records Act**

All proposals become public information no later than at the conclusion of the selection process with the exception of those portions of a proposal that are identified at the time of the submittal by the proposer as trade secrets and which are reasonably deemed by STANCERA as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statutes and regulations. By submitting information with portions marked “Confidential” or “Proprietary”, the proposer represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse STANCERA for, and to indemnify, defend and hold harmless STANCERA, its officers, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys’ fees, expenses court costs of any nature whatsoever (collectively, “Claims”) arising from or relating to STANCERA’s non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

D. Modification to Service Requirements

The Service Requirements (see attachment A) may be amended to meet available funding or to best meet the needs of STANCERA. In the event that any additional services are required as identified herein, STANCERA reserves the right to add such services by amending the Agreement.

E. Right of STANCERA to Reject Proposals

STANCERA reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project, which may include portions of the originally proposed project, as STANCERA may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned.

F. Insurance Provisions

The "Insurance Provisions" contained in Section 9 of the sample Agreement is/are hereby made a part of this RFP and any resultant contract. The proposer shall acknowledge in the proposal responses the ability to meet the following insurance requirements and the requirements contained in Section 9 of the sample Agreement. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The responder awarded the Agreement shall provide STANCERA with a certificate of insurance and endorsements meeting and/or containing the following:

- Policy limits of insurance as required in the "sample" agreement Section 9
- Deductibles shall be declared
- NAIC# for insurers shall be provided on the certificate
- 30-day notice of cancellation
- Certificate Holder is "Stanislaus County Employees' Retirement Association"
- Endorsement naming "Stanislaus County Employees' Retirement Association" as additional insured (GL and Auto)
- Waiver of subrogation (Workers' Compensation Section 9.A(3))
- Carrier is admitted/licensed to issue insurance in California
- Best's rating of no less than A-, and Financial Size Category of at least VII

An "Insurance Checklist" is included in this RFP package.

G. Exceptions

The submission of a proposal shall be considered an agreement to all the terms, conditions (including insurance requirements), and specifications provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

H. Examination of Proposal Documents - Proposal Inquiries

The Proposers shall carefully examine the Proposal Elements and satisfy themselves as to their sufficiency and shall not at any time after submission of the proposal, dispute or complain of such Proposal Elements and the directions explaining or interpreting them.

Should a proposer find discrepancies in or omissions from the Proposal Elements, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify STANCERA. Any interpretations by STANCERA will be made and will serve as an addendum to the RFP. Any change in requirements will be made in the form of a written addenda. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

Questions/Inquiries must be submitted via email to: retirement@stancera.org

E-mail inquiries will be accepted until 5:00 p.m. on **December 5, 2025**. All inquiries must identify the RFP section and page number to which the inquiry refers.

I. Submission of Proposals

The submission of a proposal(s) is a two (2) phase process. Proposal(s) are to consist of two (2) separate documents, one marked "PROPOSAL" and the other marked "RFP-PRICING" and shall be submitted to STANCERA at the place and time specified in this Notice.

During phase one (1), the Proposal Statements and RFP-Pricing will be received by STANCERA. However, only the Proposal Statements will be reviewed at that time. The STANCERA RFP Committee and management staff will review Proposal Statements. The pricing will remain so until the staff has completed the evaluation of the Proposal Statements. Upon notification of the completion of the evaluation of the Proposal Statements, the pricing will be opened, and the RFP-Pricing results will be calculated by the STANCERA RFP Committee and management staff.

In phase two (2), the STANCERA RFP Committee shall evaluate the pricing and select the proposal(s), considered most effective and in the best interest of STANCERA.

J. Proposal Elements

The “PROPOSAL” response has two (2) elements as noted above: Proposal statements and RFP-Pricing. Proposal documents not identified, if any, shall be included in a subsection labeled “Other RFP documents.”

Electronic submissions shall be searchable and contain a linked table of contents.

Below are the detailed sections of the Proposal statement. Proposers shall address the sections as indicated:

1. Qualifications

Please submit your qualifications, which include a complete Company profile of your firm outlining its background, philosophy, experience, and information about your firm’s ability to perform the work. This section of the Proposal shall include responses to the following:

a. Organizational and Background

- (1) Number of years in business as a law firm
- (2) Brief history of the firm, including ownership structure, key principals, and current organization structure (including the relationship between each component and your firm).
- (3) What distinguishes your firm from other law firms?
- (4) Describe any services your organization provides that may not be offered by other law firms.
- (5) Describe the independence your firm brings to a consulting relationship, including the advantages of having or not having partnerships and/or business affiliations.
- (6) Describe the services your firm provides and give the percentage of revenue derived from public employee retirement system legal services.
- (7) State the address of your corporate office. What office will service STANCERA’s account? How is that office staffed? What are the strengths of the staff in that office?

- (8) Indicate the primary contacts (and management hierarchy) that will be available for all aspects of the work. Include contacts for customer service and senior management. Attach resumes and any certifications or licenses of these individuals. List a secondary contact in case the primary contact is not available.
- (9) List of references that have used your services. List names, addresses, telephone numbers, and contact persons. List as references all 1937 Act clients.
- (10) List of contracts that have not been renewed or have terminated in the past five (5) years. List names, addresses, telephone numbers, e-mail addresses, and contact persons.
- (11) Within the past three years, have there been any significant developments in your organization, such as changes in ownership, restructuring, or personnel reorganizations? Do you anticipate significant changes in your organization?
- (12) Does the primary contact plan to remain on the contract for the next 5 years?

b. Delivery of Services

- (1) Provide a description of your company's understanding of the specific project goals and requirements for the service(s) for which you are proposing. Provide highlights that are particularly significant to the delivery of service.
- (2) Approach and Understanding of Requirements:

Submit a technical proposal describing a sample scope of work, including specifying tasks that would be completed to accomplish the Service Requirements outlined in Attachment A. This shall include a statement of approach to the services, including a sample work plan, timeline, staffing procedures, and resource plan.

Proposers shall identify what coordination and meetings STANCERA will be required to provide. Describe your firm's backup procedures in the event that key personnel on this assignment should leave the firm. Describe the resources your firm has that specifically address the needs related to pensions of public sector clients.

- (3) What are the ways your firm can help StanCERA manage legal expenses and administrative expenses?

- (4) Describe your firm experience with fiduciary matters, HR matters for public employers, investigations, investment contract reviews, relationship management, legal matters involving technology, tax counsel for public entities and retirement plans, and disability benefits for public employees.
- (5) Describe your experience in coordinating with legal experts from outside your firm.
- (6) How do you ensure timely responses to client requests, and how do you track and communicate the status of items in progress?

IT IS IMPORTANT THAT A COMPLETE DESCRIPTION BE PROVIDED.

c. Standards of Conduct

- (1) Does your firm have a written code of conduct or a set of standards for professional behavior? If so, how are they monitored and enforced?
- (2) How are your recommendations to clients reviewed and monitored by your organization? Does your firm adhere to a level of consistency in your recommendations?
- (3) Within the last five years, has your organization or an officer or principal been involved in litigation or other legal proceedings relating to your Board Legal Counsel services assignments? If so, please provide an explanation and indicate the current status or disposition. If any of these were resolved adversely, would they represent a potentially significant financial liability to your firm? If so, please describe.
- (4) Has your firm ever been censured by any regulatory body? If so, please describe.

d. Conflicts of Interest:

- (1) Are there any potential conflict of interest issues your firm would have in servicing STANCERA? If so, describe them.
- (2) How does your firm identify and manage conflicts of interest?
- (3) Have you or anyone in your firm provided any gifts, travel and room expenses, entertainment, or meals to any STANCERA Board member or staff during the past 12 months? If yes, please describe the amount of expenses and what it was for.

- (4) List and describe any professional relationship you have with the County of Stanislaus, Stanislaus Superior Courts, Stanislaus Council of Governments, City of Ceres, Eastside Mosquito Abatement District, Keyes Community Services, Salida Sanitary District, Stanislaus Regional Transit Authority, and Hills Ferry Cemetery District, or legislative oversight bodies during the past three years.

e. Consulting team:

- (1) Please provide contact information for each professional that will be assigned to STANCERA in a grid format similar to this:

Name
Title
Address
Business Phone
Business Fax
E-mail Address

- (2) Please describe the role of each professional for this assignment.

- (3) Please describe your team's experience with similar work performed for other public retirement systems or corporate pensions.

f. Insurance and liability:

- (1) What limitation on liability, if any, do you impose through your contract?

- (2) Please describe the levels of coverage for errors and omissions insurance and any fiduciary or professional liability insurance your firm carries. Is the coverage on a per client basis, or is the dollar figure applied to the firm as a whole? List the insurance carriers.

- (3) Describe your quality assurance procedures.

- (4) Describe your firm's disaster recovery plan as it relates to the equipment, software, and data tapes and personnel that would be used in providing the services required by STANCERA.

g. Subcontracting:

- (1) If your firm uses the services of a subcontractor, please identify the subcontractor and describe the skills and qualifications of the subcontractor and its individual employees.

- (2) Describe what portions of the project will be assigned to the subcontractor.

- (3) Identify the cost associated with the portions of the project assigned to the subcontractor.
 - (4) Describe the inclusive periods and percentage of time the subcontractor will devote to the project.
 - (5) Describe the contractual arrangement contemplated with each subcontractor and describe generally the control/delegation of responsibilities anticipated in that arrangement.
- h. Other Information:
- (1) Provide any additional information that you believe to be relevant to the RFP and your capability to provide the services requested.
 - (2) How does your firm use Artificial Intelligence (AI) and what do you see as the future use of AI for legal services?
 - (3) Do you have any recommendations from a legal perspective specific to StanCERA to make us a stronger organization?

Required Appendices

Appendix A. Biographies

Please include biographies for all professionals listed in your proposal. Indicate what year each professional joined your firm and describe their position, current responsibilities, areas of expertise, experience, education, professional designations and memberships, and relevant publications and presentations.

Appendix B. Annual Financial Report

Please attach your firm's current Annual Financial Report.

Appendix C. Sample Contract or Agreement

Please attach a sample service contract or Agreement that your firm uses.

RFP-PRICING

Submit a separate document that details the costs to STANCERA for the proposal being submitted. **Please submit pricing using an hourly rate identifying the total number of hours included.**

In determining the fees/hourly rates proposed by each proposer, STANCERA shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the proposal. When an item price is required to be set forth in the proposal and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times STANCERA's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of STANCERA, such a procedure would be inconsistent with the policy of the proposal procedure. The total paid for each such item of work shall be based upon the item price and not the total cost.

Anticipated Annual Service Commitment

Time Commitment

10-12 Board Meeting Days	2 to 6 hours each day/plus preparation time
10-12 Agenda Reviews	1 to 2 hours/plus preparation time
10-12 Board Minute Reviews	30 minutes to 1 hour
Agenda Item Reviews	1 to 2 hours
CALAPRS or other Legal Roundtable	2 times per year (full day and travel)
Periodic Monthly Calls or meetings with staff	1 to 5 hours each month
Coordination with other legal counsel for the Board/Staff	1 to 5 hours each month
Additional Legal Matters in Support of Retirement Board and Staff including litigation and matters that require legal consultation	As required

Evaluation of Proposals

The objective of this evaluation is to perform a thorough and fair evaluation of proposer responses and facilitate the selection of a solution that best satisfies STANCERA requirements. The following describes the evaluation process and associated components.

A. Selection Process

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the proposer concerning the type of information that

shall be used by the RFP Committee and management staff. Proposers shall be prepared to respond to requests by the staff for oral presentations,

facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that STANCERA, at their option, may award this proposal on the basis of the initial proposals.

<u>Evaluation Categories</u>	<u>Maximum Weight Possible</u>
General Qualifications	10
Firm Capabilities	30
California Public Retirement Experience	30
Knowledge of Public Process	5
Cost	25
Total Possible Weight	100

B. Evaluation Steps

It is anticipated that the following steps will be performed by the RFP Committee and management staff in evaluating proposals; however, strict observance of the Evaluation Steps is not required. A description of each evaluation step is provided below.

- Step 1 Review and Evaluation of the proposal
- Step 2 Proposer Interviews (optional)
- Step 3 Ranking of Proposals
- Step 4 Recommendation of Award

The RFP Committee and management staff shall be responsible for evaluating each proposal, including an evaluation of the proposed cost. Each member of the RFP Committee and management staff shall rate the proposers separately. The scores of each RFP Committee member and management staff shall then be aggregated to provide a total score for each proposer.

The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

Should STANCERA exercise the option to interview, only those firms or persons judged by the evaluators to be the most qualified to perform the work required under the Agreement shall be placed on an "interview list". Those on the interview list shall be requested to make a formal presentation of their proposals to the STANCERA Board of Retirement. Based on the oral presentation and the written proposal, the Board of Retirement shall make a final decision.

C. Award

Award(s) will be made to the qualified proposer(s) whose proposal(s) will be most advantageous to STANCERA, with price and all other factors considered. All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

Attachment A

Outline of Service Requirements

EXHIBIT "A" SCOPE OF WORK

General Legal Counsel services will include the planning, managing, overseeing, and directing the legal services activities of the Stanislaus County Employees' Retirement Association (StanCERA). The law firm serves as counsel to StanCERA and legal advisor to the StanCERA Retirement Board (Board), providing responsible and complex legal support to the Board, the Retirement Administrator, and StanCERA staff in meeting their operational and fiduciary responsibilities. The law firm researches, prepares, and presents legal opinions and provides legal analysis regarding all aspects of StanCERA's operations. Job duties also include coordinating and overseeing the work of outside legal firms providing specialized legal services to StanCERA. The law firm coordinates with other governmental or private sector entities on legal matters affecting StanCERA and undertakes special projects and other duties as directed.

DUTIES AND ESSENTIAL FUNCTIONS:

- Represents and advises the Board and staff in all legal matters pertaining to their offices and meeting their fiduciary responsibilities. Ensures that all activities of StanCERA are legally supportable and in accordance with applicable laws, regulations, and rules. Responds to and resolves sensitive and complex legal issues.
- Provides legal counsel during public and closed sessions of the Board. Provides legal advice, analysis, and opinions to the Board, Retirement Administrator, and staff in matters affecting StanCERA's operation, including but not limited to, public pension law; general civil law; fiduciary responsibility; institutional investments; family law; tax law; securities law; probate law; and contracts.
- Assesses and makes recommendations for retaining the services of other legal expertise when necessary to advance or protect StanCERA's interests. Coordinates and oversees the selection and work of other legal counsel and other vendors providing legal-related services to StanCERA. Coordinates and oversees the work of other counsel in matters where StanCERA, or its officers or employees are parties, and advises the Board and Retirement Administrator regarding the status and disposition of such matters. Assures that StanCERA's legal interests are fully and properly represented in any litigation. Assumes the responsibility for providing legal representation as may be necessary.

- Stays current on studies, interprets, and advises the Board, Retirement Administrator, and staff on statutes, rules and regulations, court decisions and legal opinions impacting StanCERA.
- Serves to support the work of StanCERA's executive management team, conferring with and providing advice and assistance to the Retirement Administrator and StanCERA staff on legal issues and operational considerations. Analyzes the feasibility and risk associated with proposed courses of action.
- Confers with the Retirement Administrator and StanCERA staff regarding current and anticipated legal services issues and needs. Develops and recommends short- and long-term plans for addressing legal service needs.
- Drafts contracts, resolutions, opinions, and other documents. Oversees the handling of various legal matters, including but not limited to, Domestic Relations Orders; Public Records Act requests; subpoenas and discovery.
- Provides analysis of state and federal legislation and formulates legislative proposals for potential sponsorship by StanCERA.
- Oversees and coordinates with StanCERA staff and outside entities in the evaluation of potential securities litigation. Develops recommendations to prosecute, dismiss, or settle such litigation based upon Board policy in such matters. Participates with StanCERA staff and outside entities in monitoring and developing recommendations in corporate governance matters.
- Develops and provides legal education programs to the Board and staff. Provides and coordinates staff training on legal issues.
- Develops, implements, and maintains goals, objectives, policies, and priorities for appropriate service in all legal matters.
- Coordinates legal service activities with other governmental and private sector entities. Serves as a resource to participating StanCERA employers and other organizations on matters of common interest.
- Attends or participates in public or professional meetings or associations, as necessary.
- Performs other duties as directed by the StanCERA Board, Administrator, and designated staff.

Attachment B

SAMPLE AGREEMENT FOR GENERAL LEGAL SERVICES

This Agreement for General Legal Services (the "Agreement") is made and entered into by and between the Stanislaus County Employees' Retirement Association ("StanCERA") and _____ ("LAW FIRM") on _____, 2025 ("Agreement Date").

Recitals

WHEREAS, StanCERA was created by and operates pursuant to the County Employees Retirement Law of 1937 (the '37 Act"), and StanCERA is administered by the Board of Retirement ('Board'); and

WHEREAS, the StanCERA and the Board desire to engage a LAW FIRM to perform General Legal Counsel services; and

WHEREAS, LAW FIRM desires to perform the services, and has represented to StanCERA that it is qualified to perform the aforesaid General Legal Counsel services; and

WHEREAS, StanCERA has determined LAW FIRM is qualified to perform the aforesaid services and desires to retain LAW FIRM for those purposes.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter set forth, the parties hereby agree as follows:

Terms and Conditions

1. Definitions.

For purposes of this Agreement, capitalized terms have the meanings set forth in this Section 1.

"Agents" means any employees, agents, or representatives of LAW FIRM acting in connection with this Agreement.

"Agreement" means this Agreement for General Legal Counsel Services. Services entered into by and between StanCERA and LAW FIRM, including the Exhibits and Attachments attached hereto.

"Agreement Date" means the date shown in the preamble of this Agreement.

"LAW FIRM" means a business entity formed by one or more lawyers to engage in the practice of law.

"Covered Persons" means StanCERA, its trustees, officers, and employees.

"Effective Termination Date" means the date on which all or a specified portion of the work under this Agreement will formally cease, as specified in any Notice of Termination delivered by StanCERA to LAW FIRM.

"Force Majeure" means any cause, circumstance, or event beyond the control and without the fault or negligence of LAW FIRM that causes LAW FIRM to fail to perform its obligations hereunder. Such causes, circumstances or events may include, but are not restricted to, acts of God or of the public enemy, acts of any foreign, international, federal or state government (including all subdivisions thereof) in such government's sovereign capacity, fires, floods and earthquakes; but in every case the failure to perform must be beyond the control and without the fault or negligence of LAW FIRM.

"StanCERA" means the Stanislaus County Employees Retirement Association, an independent public pension fund established under the authority of the County Employees Retirement Law of 1937 (California Government Code Sections 31450 et seq.).

"StanCERA's Project Director" means Tom Watson, StanCERA's Retirement Administrator.

"Legal Requirements" means all federal, state, county, and local laws, rules, regulations, and ordinances, presently existing or enacted or promulgated during the term of this Agreement, which may apply to LAW FIRM in relation to its performance under this Agreement.

"Member Records" means any records relating to StanCERA's members or beneficiaries to which LAW FIRM or its Agents may be exposed when performing under this Agreement.

2. Description of Services

- A. **Work to be performed.** LAW FIRM agrees to perform the services described in this Agreement and in Exhibit A (Scope of Work), attached hereto and incorporated herein by reference.
- B. **Standard of Care.** The LAW FIRM agrees that it shall perform its obligations under this Agreement with the competence, care, skill, prudence, and diligence prevailing in the law industry. LAW FIRM shall be responsible for and cause any and all of its employees, agents, and representatives providing services in connection with this Agreement to exercise the same Standard of Care.
- C. **Quality of Services.** **LAW FIRM's services will meet the requirements and standards set forth in this Agreement. LAW FIRM will promptly correct any errors or omissions in the provision of such services, at no cost or expense to StanCERA and in a timely manner after the request by StanCERA's Project Director.**
- D. **LAW FIRM's Work Schedule.** LAW FIRM and StanCERA's Project Director will agree in advance on LAW FIRM's work schedule. Services and work provided by the LAW FIRM at the StanCERA's request under this Agreement and Exhibit A will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state, and StanCERA laws, ordinances, regulations, and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the LAW FIRM; provided, however, that such schedule is subject to review by and concurrence of the StanCERA.
 - (1) LAW FIRM designates _____, as its principal agent, to perform the services described in this Agreement. LAW FIRM will not remove said individual or LAW FIRM's Project Manager from the work without the prior written consent of StanCERA's Project Director, which StanCERA may withhold in its discretion, but such restriction shall not apply to instances of employment termination, serious illness, death, or other causes beyond LAW FIRM's control.
 - (2) Upon the request of StanCERA's Project Director, LAW FIRM will replace any additional personnel or subcontractors assigned by LAW FIRM to perform services under this Agreement, who are in StanCERA's opinion, unable to effectively carry out the

responsibilities of this Agreement.

- E. Cooperation with Other Professionals.** LAW FIRM agrees to cooperate with such professionals as StanCERA may engage to assist StanCERA in the performance of its duties, including, without limitation, the law firm engaged by StanCERA to perform **its General Legal services**.

3. StanCERA's Proprietary Rights.

All documents, drawings and written work product prepared or produced by the LAW FIRM under this Agreement and Exhibit A, including without limitation electronic data files, are the property of the LAW FIRM; provided, however, the StanCERA shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the LAW FIRM may copyright the same, except that, as to any work which is copyrighted by the LAW FIRM, the StanCERA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

4. Project Responsibility.

- A. StanCERA's Project Director.** StanCERA's Project Director shall, on a regular basis, interface with LAW FIRM's Project Manager.

(1) StanCERA's Project Director is responsible for:

- (a) Providing overall management and coordination of this Agreement, acting as liaison for StanCERA; and
- (b) Providing coordination of the provisions and objectives of this Agreement; and
- (c) Approving invoices submitted prior to payment for work performed and deliverables delivered in accordance with this Agreement, which approval will not be unreasonably withheld; and
- (d) Providing direction to the LAW FIRM in all matters relating to policy, information requirements, and procedural requirements, and
- (e) Providing or making sure data, information, and materials requested by the LAW FIRM are provided to the LAW FIRM on a timely basis.

- (2) StanCERA's Project Director or any person delegated responsibility for the administration of this Agreement by StanCERA's Project Director will not have any personal liability to LAW FIRM for any action taken or not taken by such individual while acting or purporting to act as StanCERA's Project Director or delegate of such Project Director.

- B. LAW FIRM's Project Manager.** LAW FIRM's Project Manager is _____. LAW FIRM shall inform StanCERA in writing of the name of any alternate Project Manager or designee within a reasonable time of choosing the same, and the appointment of such individual(s) shall be subject to StanCERA's approval, which may be withheld in its sole discretion. LAW FIRM's Project Manager:

- (1) Is responsible for the LAW FIRM's day-to-day activities related to the work to be performed under this Agreement and Exhibit A; and
- (2) Has full authority to act for LAW FIRM on all matters relating to the daily operation of this Agreement; and

- (3) Will be reasonably available during StanCERA's regular working hours for telephone contact and to meet with StanCERA personnel designated to discuss LAW FIRM's performance.

C. Additional Law Firm Personnel.

- (1) StanCERA has the absolute right, during the period of LAW FIRM's performance under this Agreement, to approve or disapprove any of LAW FIRM's assigned personnel designated as Project Manager, engagement partners, managers, other senior supervisory staff, or specialists, or any proposed changes in these categories of LAW FIRM's personnel. LAW FIRM shall provide the StanCERA Project Director, or his designee, with a résumé of the proposed replacement(s) and an opportunity to interview the person(s) prior to StanCERA approving or disapproving the proposed change.
- (2) Upon request by StanCERA's Project Director, LAW FIRM will replace any of LAW FIRM's personnel or Agents assigned to perform services under this Agreement, who are, in StanCERA's opinion, unable to effectively carry out the responsibilities of this Agreement.

5. Compensation and Payment.

- A. Compensation.** StanCERA shall compensate LAW FIRM for services rendered under this Agreement as set forth in Exhibit B, attached hereto and incorporated herein by reference.
- B. Expenses.** LAW FIRM is not entitled to reimbursement of out-of-pocket travel expenses for any expenses related to meetings at StanCERA's regular place of business. LAW FIRM's expenses are included in the compensation described in Section 5.A and therefore LAW FIRM is not entitled to any separate reimbursement for any expenses incurred by it in discharging its duties under this Agreement, unless otherwise agreed by StanCERA.
- C. Additional Compensation.** Except as expressly provided in Exhibit A and Exhibit B of this Agreement, LAW FIRM shall not be entitled to nor receive from StanCERA any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, LAW FIRM shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.
- D. Withholding of Taxes.** StanCERA will not withhold any Federal or State income taxes or Social Security tax from any payments made by StanCERA to LAW FIRM under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of LAW FIRM. StanCERA has no responsibility or liability for payment of LAW FIRM's taxes or assessments.
- E. Invoices and Payment.** All invoices are to be submitted to Natalie Elliot, Accountant, StanCERA, P.O. Box 3150, Modesto, CA 95353-3150.
- F. Non-Compensable Services.** LAW FIRM agrees that should work be performed outside the **Scope of the Work** described in Exhibit A, without the prior written consent of StanCERA in accordance with the Section 21 "Amendments" to this Agreement, such work will be deemed to be a gratuitous effort on the part of LAW FIRM, and LAW FIRM will have no claim against StanCERA for such work, and StanCERA will have no obligation to pay for such work.

6. Term and Termination.

- A. General Term.** **Subject to the termination provisions in this Section, the term of this Agreement begins on the Agreement Date. Upon mutual agreement of the parties, the**

Agreement may be renewed annually for up to three (3) additional years. Any extensions shall be in written form as amendments to this Agreement.

- B. Termination for Convenience.** StanCERA may terminate this agreement upon 30 days prior written notice to the LAW FIRM. Termination of this Agreement shall not affect StanCERA's obligation to pay for all fees earned and reasonable costs necessarily incurred by the LAW FIRM as provided in Section 5.A herein, subject to any applicable setoffs. StanCERA's termination of this Agreement under Section 6.B is not a waiver of StanCERA's right to make a claim against LAW FIRM for damages resulting from any default by LAW FIRM, which occurred prior to the Effective Termination Date.
- C. Termination for Default.** Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- D. Automatic Termination.** This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of LAW FIRM's business, (c) cancellation of insurance required under the terms of this Agreement, (d) if, for any reason, LAW FIRM ceases to be licensed or otherwise authorized to do business in the State of California, and the LAW FIRM fails to remedy such defect or defects within thirty (30) days of receipt of written notice of such defect or defects, (e) if LAW FIRM materially breaches any of the warranties, representations, agreements, and covenants made in Section 11 and in Section 19 (Conflicts and Disqualification), (f) if LAW FIRM is subject to criminal indictment or conviction, or is found civilly or criminally liable by a trial court, jury or administrative body in connection with any matter involving breach of trust, breach of fiduciary duty, fraud, or theft; and/or (g) if LAW FIRM attempts or purports to assign this Agreement, or any portion hereof, or any of its rights or obligations hereunder, without obtaining StanCERA's prior written consent.
- E. Force Majeure.** LAW FIRM may not be terminated for default if LAW FIRM's failure to perform under this Agreement arises solely from causes of Force Majeure.
- F. Rights, Remedies, and Responsibilities upon Termination.** If this Agreement is terminated, all of the terms and conditions of this Agreement shall continue to apply through the Effective Termination Date. The following provisions also apply to any termination of this Agreement.
- (1) **Recovery of Reasonable Damages Upon Default.** If StanCERA terminates this Agreement in whole or in part for default pursuant to Section 6.C or Section 6.D above, StanCERA is entitled to recover from LAW FIRM all reasonable damages resulting from such default. By way of example and not limitation, StanCERA may procure, upon such terms and in such manner as StanCERA may deem appropriate, services similar to those terminated, and LAW FIRM will be liable to StanCERA for any excess cost of such similar services.
 - (2) **Payment when Terminated for Convenience.** If StanCERA terminates this Agreement for convenience, StanCERA will pay LAW FIRM for work already performed, but for which LAW FIRM has not been compensated through the Effective Termination Date.
 - (3) **Payment Withheld for Default.** StanCERA shall not authorize and shall withhold payment for services provided if StanCERA terminates this Agreement for default. In the event the damages caused by such default are less than the withheld payment for services, the amount withheld in excess of the damages shall be paid to LAW FIRM.
 - (4) **Good Faith Transfer.** Upon any termination of this Agreement by StanCERA, and to the extent directed by StanCERA, LAW FIRM will cooperate with StanCERA in good faith to effect a smooth and orderly transfer of such services and all applicable records to a successor designated by StanCERA. LAW FIRM will respond promptly to reasonable inquiries of such successor LAW FIRM with respect to the Work Papers and matters of continuing law significance to StanCERA. Upon termination of this Agreement, LAW FIRM will retain all Work Records according to the

record retention provisions set forth in Section 13 below.

7. Required Licenses, Certificates, and Permits.

Any licenses, certificates, or permits required by the federal, state, StanCERA, or municipal governments for LAW FIRM to provide the services and work described in Exhibit A must be procured by LAW FIRM and be valid at the time LAW FIRM enters into this Agreement. Further, during the term of this Agreement, LAW FIRM must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by LAW FIRM at no expense to StanCERA.

8. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, LAW FIRM shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as are necessary for Contractor to provide the services identified in Exhibit A to this Agreement. StanCERA is not obligated to reimburse or pay LAW FIRM for any expense or cost incurred by LAW FIRM in procuring or maintaining such items. Responsibility for the costs and expenses incurred by LAW FIRM in providing and maintaining such items is the sole responsibility and obligation of LAW FIRM.

9. Insurance

A. LAW FIRM shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

(1) General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products, and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

(a) If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by LAW FIRM under this Agreement, or the general aggregate limit shall be twice the required occurrence limit.

(b) If written on a claims form, LAW FIRM will continue to name StanCERA as an additional insured or provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

(2) Automobile Liability Insurance

If the LAW FIRM or the LAW FIRM's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

(3) Workers' Compensation Insurance

Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the LAW FIRM certifies that the LAW FIRM is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against

liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and that the LAW FIRM will comply with such provisions before commencing the performance of the work of this Agreement.

(4) Professional Liability.

Errors and omissions professional liability insurance with a limit of at least \$10,000,000 per claim. LAW FIRM will notify StanCERA in writing of any change in coverage amount subsequent to the effective Agreement Date. LAW FIRM warrants its professional liability insurance is applicable to LAW FIRM's actions and obligations under this Agreement.

- B.** Any deductibles, self-insured retentions, or named insureds must be declared in writing and approved by StanCERA. At the option of the StanCERA, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the LAW FIRM shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the StanCERA guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The StanCERA, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the LAW FIRM agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the LAW FIRM's defense and indemnification obligations as set forth in this Agreement.
- C.** The LAW FIRM shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the StanCERA and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the LAW FIRM, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the LAW FIRM; (c) premises owned, occupied or used by the LAW FIRM; and (d) automobiles owned, leased, hired or borrowed by the LAW FIRM. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the StanCERA and its officers, officials, and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the LAW FIRM.
- D.** The LAW FIRM's insurance coverage shall be primary insurance regarding the StanCERA and StanCERA's officers, officials, and employees. Any insurance or self-insurance maintained by the StanCERA or StanCERA's officers, officials, and employees shall be excess of the LAW FIRM's insurance and shall not contribute with LAW FIRM's insurance.
- E.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the StanCERA or its officers, officials, employees, or volunteers.
- F.** The LAW FIRM's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
- G.** Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days' prior written notice has been given to StanCERA. The LAW FIRM shall promptly notify, or cause the insurance carrier to promptly notify, StanCERA of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- H.** Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the StanCERA; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that

is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the StanCERA; lesser ratings must be approved in writing by the StanCERA.

- I. LAW FIRM shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.
- J. At least ten (10) days prior to the date the LAW FIRM begins performance of its obligations under this Agreement, LAW FIRM shall furnish StanCERA with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the LAW FIRM. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in StanCERA's sole and absolute discretion, approved by StanCERA. StanCERA reserves the right to require complete copies of all required insurance policies and endorsements at any time.
- K. The limits of insurance described herein shall not limit the liability of the LAW FIRM and LAW FIRM's officers, employees, agents, representatives, or subcontractors.

10. Defense and Indemnification.

To the fullest extent permitted by law, LAW FIRM shall indemnify, hold harmless and defend the StanCERA, its Board and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees (collectively "claims"), arising out of, resulting from, or in connection with the performance of this Agreement by the LAW FIRM or LAW FIRM's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, LAW FIRM's obligation to indemnify StanCERA, its Board, and its agents, officers, and employees for any judgment, decree, or arbitration award shall extend only to the percentage of negligence or responsibility of the LAW FIRM in contributing to such claim, damage, loss, and expense.

LAW FIRM's obligation to defend, indemnify, and hold StanCERA and its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for LAW FIRM to procure and maintain a policy of insurance.

11. LAW FIRM's Representations, Warranties and Covenants.

LAW FIRM makes the following representations, warranties, covenants, and agreements, acknowledging they constitute a material inducement to StanCERA to enter into this Agreement.

- A. **Authorization.** This Agreement has been duly authorized, executed, and delivered by LAW FIRM and constitutes the legal, valid and binding agreements and obligations of LAW FIRM, enforceable against LAW FIRM in accordance with its terms, except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar limitations on creditors' rights generally and general principles of equity. LAW FIRM is not subject to or obligated under any law, rule, or regulation of any governmental authority, or any order, injunction, or decree, or any contract or agreement, that would be breached or violated by LAW FIRM's execution, delivery, or performance of this Agreement.
- B. **Gratuities.** No gratuities in the form of gifts, entertainment, or otherwise were offered or given by LAW FIRM or its Agents to any officer, fiduciary, or employee of StanCERA or the County of Stanislaus, California with a view toward securing this Agreement or securing any favorable determination made concerning the award of this Agreement. LAW FIRM covenants that no such gratuities will be offered or given to any such person with a view toward securing any favorable determination concerning the

performance, continuation, and/or amendment of this Agreement. If it is found that such gratuities have been offered or given by LAW FIRM or its Agents, StanCERA may terminate this Agreement upon one (1) calendar day's written notice; however, the facts upon which StanCERA bases such findings will be at issue and may be reviewed in any competent court. In the event of such termination, StanCERA may pursue the same remedies against LAW FIRM as it could pursue in the event of default by LAW FIRM.

- C. **Conflicts of Interest With Persons Related to StanCERA.** No StanCERA employee or fiduciary, whose position with StanCERA enables such person to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such person, is or will be employed in any capacity by LAW FIRM, or does or will have any direct or indirect financial interest in this Agreement.
- D. **Recruiting.** During the term of this Agreement and for one (1) calendar year thereafter, LAW FIRM, and any employee of LAW FIRM providing services to StanCERA, will not intentionally induce or persuade any employee of StanCERA to join LAW FIRM.
- E. **Changes.** LAW FIRM will notify StanCERA in writing within ten (10) business days of any of the following changes: (i) LAW FIRM becomes aware that any of its representations, warranties, covenants, or agreements set forth herein has been breached or ceases to be true at any time during the term of this Agreement; (ii) there is a change in LAW FIRM's personnel assigned to perform services under this Agreement, (iii) there is any change in control of LAW FIRM, (iv) LAW FIRM becomes aware of any other material change in its business organization, including without limitation the filing for bankruptcy relief, or (v) LAW FIRM becomes aware of an actual conflict arising out of work it performs on behalf of the StanCERA.
- F. **LAW FIRM and its Agents.** LAW FIRM's Agents who will be responsible for performing under this Agreement are individuals experienced in the performance of the various functions contemplated by this Agreement and have not been convicted of any crime or found liable in a civil or administrative proceeding or pleaded no contest, or agreed to any consent decree with respect to any matter involving infringement of intellectual property rights, breach of fiduciary duty, or fraud.

12. Independent Contractor Status.

- A. All acts of LAW FIRM and its officers, employees, agents, representatives, subcontractors, and all others acting on behalf of LAW FIRM relating to the performance of this Agreement shall be performed as independent contractors and not as agents, officers, or employees of StanCERA. LAW FIRM, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of StanCERA. Except as expressly provided in Exhibit A, LAW FIRM has no authority or responsibility to exercise any rights or power vested in the StanCERA. No agent, officer, or employee of the StanCERA is to be considered an employee of LAW FIRM. It is understood by both LAW FIRM and StanCERA that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship, partnership, servant, joint venture, or association.
- B. At all times during the term of this Agreement, the LAW FIRM and its officers, employees, agents, representatives, or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of StanCERA.
- C. LAW FIRM shall determine the method, details, and means of performing the work and services to be provided by LAW FIRM under this Agreement. LAW FIRM shall be responsible to StanCERA only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to StanCERA's control with respect to the physical action or activities of LAW FIRM in fulfillment of this Agreement. LAW FIRM has control over the manner and means of performing the services under this Agreement. LAW FIRM is permitted to provide services to others during the same period service is provided to StanCERA under this Agreement. If necessary, LAW FIRM has the responsibility for employing other persons or firms to assist LAW FIRM in fulfilling the terms and obligations under this Agreement.

- D. If in the performance of this Agreement any third persons are employed by LAW FIRM, such persons shall be entirely and exclusively under the direction, supervision, and control of LAW FIRM. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the LAW FIRM.
- E. It is understood and agreed that as an independent LAW FIRM and not an employee of StanCERA, the LAW FIRM and the LAW FIRM's officers, employees, agents, representatives or subcontractors do not have any entitlement as a StanCERA employee, and do not have the right to act on behalf of the StanCERA in any capacity whatsoever as an agent, or to bind the StanCERA to any obligation whatsoever.
- F. It is further understood and agreed that LAW FIRM must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of LAW FIRM's assigned personnel under the terms and conditions of this Agreement.
- G. As an independent LAW FIRM, LAW FIRM hereby indemnifies and holds StanCERA harmless from any and all claims that may be made against StanCERA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

13. Records and Audit

- A. **Records Retention.** LAW FIRM shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of six years from the termination or completion of this Agreement. This includes, but is not limited to, any handwriting, typewriting, printing, photo static, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or any combination thereof. This includes but is not limited to any pertinent activity, dates, and time spent providing services hereunder, invoices billed to StanCERA, proprietary data, and any other records created by LAW FIRM or its agents in connection with this Agreement ("StanCERA Records").
- B. **Records Review and Audit.** Any authorized representative of StanCERA shall have access to and the right to audit, evaluate, examine, excerpt, and copy or transcribe any StanCERA Records (other than that portion of such Records that evidence the confidential/proprietary information and/or trade secrets of LAW FIRM or any third party) during the period such records are to be maintained by LAW FIRM. Further, StanCERA has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. StanCERA agrees that any such review and audit will be conducted in a manner to minimize interference with LAW FIRM's normal business activities. Upon reasonable advance notice to LAW FIRM, LAW FIRM will make the persons responsible for creating and maintaining StanCERA Records available to StanCERA during such review and audit for the purpose of responding to StanCERA's reasonable inquiries. StanCERA will pay all costs associated with such audit, other than any costs incurred by LAW FIRM to make personnel available as required by the preceding sentence.

14. Confidentiality; Proprietary Rights

- A. **StanCERA's Proprietary Rights.** All reports under this Agreement become the sole property of StanCERA. Both parties hereto acknowledge that LAW FIRM retains the right to use its experience, expertise, and knowledge on similar projects for other clients, so long as LAW FIRM protects StanCERA's interests in all of its confidential records and property.
- B. **Member Records.** LAW FIRM acknowledges that when performing under this Agreement, LAW FIRM may be exposed to Member Records and that such Member Records are considered confidential and protected from public disclosure by law. LAW FIRM will maintain the confidentiality of all Member Records according to all applicable federal, state, county and local laws, regulations, ordinances, and directives relating to confidentiality.

- C. **StanCERA's Policies, Procedures, and Strategies.** LAW FIRM will protect the security of and keep confidential all materials, data, and other information received by LAW FIRM regarding StanCERA's assets and its policies, procedures, and strategies for the evaluation, acquisition, development, management, and disposition of the same.
- D. **LAW FIRM's Proprietary Materials.** Absent LAW FIRM's written consent authorizing disclosure, StanCERA will use reasonable means to protect and maintain the confidentiality of any of LAW FIRM's materials, which LAW FIRM considers to be proprietary, so long as:
- (1) LAW FIRM clearly and prominently marks all such material "confidential;" and
 - (2) Public disclosure of such material is not requested pursuant to the California Public Records Act (Cal. Gov't. Code Section 6250 et seq., the "Act"), or by the order of any tribunal having jurisdiction.
 - (a) If an action is commenced against StanCERA under Act or otherwise that challenges StanCERA's refusal to disclose LAW FIRM's proprietary material, LAW FIRM will defend StanCERA in the action at LAW FIRM's expense, and will pay any judgment for damages or attorneys' fees that may be entered as a result of StanCERA's refusal to disclose LAW FIRM's confidential material. StanCERA will provide notice to LAW FIRM so LAW FIRM can get a protective order or opinion of counsel to turn over confidential material.
 - (b) StanCERA's obligations under subsection (1) do not apply to:
 - (1) Any confidential information that StanCERA can demonstrate has become public information through no breach of this Agreement by StanCERA; and
 - (2) The StanCERA Records.

15. **Non-discrimination**

During the performance of this Agreement, LAW FIRM and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. LAW FIRM and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the StanCERA's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

16. **Assignment**

This is an agreement for the services of LAW FIRM. StanCERA has relied upon the skills, knowledge, experience, and training of LAW FIRM and its associates and employees as an inducement to enter into this Agreement. LAW FIRM shall not assign or subcontract this Agreement without the express written consent of StanCERA. Further, LAW FIRM shall not assign any monies due or to become due under this Agreement without the prior written consent of StanCERA.

17. **Waiver of Default**

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any

subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

18. Notice

Any notice, communication, amendment, addition, or deletion to this Agreement, including a change of address of either party during the term of this Agreement, which LAW FIRM or StanCERA shall be required or may desire to make shall be sent as follows:

To StanCERA: StanCERA
 Attention: Retirement Administrator
 832 12th Street, Suite 600
 Modesto, CA 95354

To LAW FIRM: Name
 Attention:
 Address
 City State

19. Conflicts and Disqualification

LAW FIRM hereby affirms that there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a Conflict of Interest. A Conflict of Interest means that because of other activities or relationships with other persons, LAW FIRM or its subcontractor is unable or potentially unable to render impartial assistance or advice to StanCERA, or LAW FIRM's objectivity in performing the agreement work is or might be otherwise impaired.

If an actual or potential Conflict of Interest arises subsequent to the date of this agreement, LAW FIRM shall make a full disclosure in writing to StanCERA of all relevant facts and circumstances. This disclosure shall include a description of actions that LAW FIRM has taken and proposes to take to avoid, mitigate, or neutralize the action or potential conflict of interest. LAW FIRM will continue performance of work under the agreement until notified by StanCERA of any contrary action to be taken.

20. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or StanCERA statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. Amendment

This Agreement and its exhibits may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

22. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party,

which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

23. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

24. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

25. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed and enforced in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall be conducted in the state and/or federal courts located in Stanislaus County, State of California, and all parties consent to such venue and the personal jurisdiction of such courts

26. Time of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

27. Execution in Counterparts

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

28. Authority to Execute

The persons signing this Agreement are duly authorized to execute the document on behalf of and to bind their respective parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

STANISLAUS COUNTY EMPLOYEES' RETIREMENT[LAW FIRM]
ASSOCIATION

By: _____

Tom Stadelmaier
Retirement Administrator
"StanCERA"

"LAW FIRM"

APPROVED AS TO FORM:
xxxxxxxxxxxx
County Counsel

By: _____
xxxxxxxxxxxxxxxx
Deputy County Counsel

