

INVESTMENT CONSULTING SERVICES AGREEMENT

BETWEEN

LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION

AND

[_____]

_____, 2021

**Prepared by:
LACERA Legal Office**

INVESTMENT CONSULTING SERVICES AGREEMENT

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INVESTMENT CONSULTING SERVICES AGREEMENT

This INVESTMENT CONSULTING SERVICES AGREEMENT (this “Agreement”) is entered into and effective as of [_____], 2021, by and between the LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION, a public pension fund organized under California law (“LACERA”), and [_____], a [_____] (“Consultant”).

RECITALS

A. Pursuant to California Government Code Section 31595 and related provisions of law, the Board of Investments of LACERA (the “Board”) has exclusive control of the investment of LACERA’s retirement fund and may, in its discretion, invest or delegate the authority to invest the assets of the retirement fund through the purchase, holding, or sale of any form or type of investment, financial instrument, or financial transaction when prudent in the informed opinion of the Board;

B. The Board must diversify the assets of LACERA’s retirement system so as to minimize the risk of loss and to maximize the rate of return, unless under the circumstances it is clearly prudent not to do so;

C. The Board must execute its duties with respect to LACERA’s retirement fund with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with like matters would use in conducting an enterprise of like character and like aims;

D. The Board has determined that to execute its duties according to such standards it is in the best interests of LACERA, its members and beneficiaries to engage a competent, knowledgeable and professional consultant to provide non-discretionary advisory and consulting services as set forth herein, and to that end issued a request for proposals (“RFP”) for such consulting services;

E. Consultant submitted a written proposal in response to the RFP, and made oral representations to LACERA as part of the RFP process, and has represented to LACERA that it possesses and will employ, in a fiduciary capacity, the highest degree of competence and expertise essential to provide such services;

F. Consultant hereby reaffirms the reliability and accuracy of the written proposal and oral representations made to LACERA in the RFP process (collectively, the “Consultant’s Proposal”); and

G. LACERA has determined, in reliance upon Consultant’s written proposal submitted in response to the RFP, Consultant’s oral representations made to LACERA in the RFP process, and LACERA’s due diligence, that (i) Consultant is qualified and capable of performing the required general domestic and international investment consulting services, (ii) Consultant’s

fee for services is competitive, fair and reasonable, and (iii) engaging Consultant to perform the consulting services is in the best interest of LACERA, its members and beneficiaries.

NOW, THEREFORE, in consideration of the above stated recitals, the mutual promises, covenants, representations and conditions contained herein, and the mutual benefits to be derived therefrom, LACERA and Consultant agree as follows:

AGREEMENT

1. Definitions; Gender and Number. For purposes of this Agreement, the following words and expressions shall have the following meanings.

“Agents” means any Person appointed by the Consultant or under the direct or indirect control of Consultant acting in its capacity as a provider of services to LACERA, including Consultant’s employees, officers, directors, representatives, affiliates and agents.

“Fee Schedule” means the document which sets forth the annual fees to be paid to Consultant under this Agreement. It is attached to this Agreement as Exhibit B.

“LACERA Records” means all records related to LACERA, including but not limited to any pertinent transaction, advice, consulting services, activity, time sheets, cost, billing, accounting and financial records, internal and external correspondence, proprietary data, telephonic recordings, and any other records created by Consultant or its Agents in connection with this Agreement and Consultant’s performance of its duties and obligations hereunder.

“Notice of Termination for Convenience” means a notice delivered by one party to the other party when the notifying party wishes to terminate this Agreement for its convenience.

“Notice of Termination for Default” means a notice delivered by one party to the other party when the notifying party wishes to terminate this Agreement due to a default by the other party.

“Person” means an individual, corporation, association, partnership, limited liability company or partnership, organization, business, trust, estate, or any other legal entity.

“Services” means the international investment consulting services set forth in the Statement of Work attached hereto as Exhibit A.

“Statement of Work” means the document which describes the manner and form of the investment consulting services which Consultant will provide to LACERA, as attached hereto as Exhibit A.

2. Appointment as Consultant and Acceptance of Appointment. LACERA hereby appoints Consultant as a fiduciary of LACERA and authorizes Consultant to provide general domestic and international investment consulting services as set forth in Exhibit A. Consultant hereby accepts such appointment and agrees to execute its duties according to the terms,

conditions and standards set forth in this Agreement.

3. Description of Services. Consultant shall provide to LACERA the non-discretionary advisory and consulting services as set forth in the body of this Agreement and in the Statement of Work attached hereto as Exhibit A, in accordance with the terms, conditions, and standards set forth herein and therein. In determining whether Consultant has met its obligations under the Statement of Work, LACERA will refer to Consultant's representations set forth in Consultant's Proposal. Consultant agrees that should it perform work outside the scope of this Agreement, including the Statement of Work, as such may be amended from time to time, such work shall be deemed a gratuitous effort by Consultant and Consultant shall have no claim to any compensation for such work unless LACERA has agreed in writing to pay for such work.

Consultant's _____ [insert title], _____ [insert name] and any other individual appointed by Consultant and approved by LACERA, shall be responsible for performing Consultant's services under this Agreement. Consultant will not replace any of its professional staff assigned to work on the LACERA account without LACERA's prior written consent.

4. Standard of Care. Consultant acknowledges that this Agreement places it in a fiduciary relationship with LACERA. As such, Consultant shall discharge each of its duties and exercise each of its powers under this Agreement with the competence, care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of a like enterprise with like aims, in conformance with the California Constitution, Article XVI, Section 17 and California Government Code Sections 31594 and 31595 ("Standard of Care"). Consultant shall cause any and all of its Agents to exercise the same Standard of Care. Consultant shall be liable to LACERA for any Claim (as defined in Section 17 hereof) which arises from or relates to any failure by Consultant or any of its Agents to exercise this Standard of Care.

5. Independent Contractor Status. Consultant shall at all times act in the capacity of an independent contractor. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between Consultant and LACERA. Nothing in this Agreement shall cause LACERA to be responsible for any action, omission or inaction of Consultant. For all purposes, including but not limited to Workers' Compensation liability, Consultant understands and agrees that all persons furnishing services to LACERA pursuant to this Agreement are deemed employees solely of Consultant and not of LACERA.

6. Authorized LACERA Personnel. Upon execution of this Agreement, LACERA shall provide Consultant with a list of authorized LACERA personnel and representatives ("Authorized Persons") who will be permitted to advise, inform and direct Consultant on LACERA's behalf. Consultant shall not furnish any information related to the services it provides under this Agreement to any LACERA employee or representative not specifically named on the then current list of Authorized Persons. The list of Authorized Persons and any changes to such list shall be made in writing to Consultant. Until notified of any such change, Consultant may rely on and act upon instructions and notices received from an Authorized Person identified on the then current list furnished by LACERA. If Consultant receives

instructions or notices from a source other than an Authorized Person, Consultant shall not comply with them and shall immediately notify LACERA's Chief Investment Officer in writing of such unauthorized instructions or notices. No Authorized Person will have any personal liability to Manager for any action taken or not taken by such individual while acting or purporting to act as an Authorized Person.

7. Compensation for Services.

a. Fees. LACERA shall compensate Consultant for the Services performed under this Agreement in accordance with the Fee Schedule attached as Exhibit B. Except for the fees described in Exhibit B, Consultant shall not earn, receive or keep any remuneration or compensation from LACERA or any other third party in connection with the Services under this Agreement.

b. Invoices. Consultant shall submit to LACERA a quarterly invoice within thirty (30) calendar days of the close of the Services period. Each invoice shall include the quarterly prorated share of Consultant's annual fee as set forth in the Fee Schedule attached as Exhibit B hereto. No compensation shall be paid to Consultant in advance of services rendered. Invoices shall be mailed to:

Los Angeles County Employees Retirement Association
300 North Lake Avenue, Suite 720
Pasadena, CA 91101-4199
Attention: Manager, Financial and Accounting Services

c. Annual Renewals. For any automatic renewal of this Agreement following the Initial Term (as defined below), Consultant's fee shall remain the same as that which applies to the then current term for all services which Consultant has performed or is reasonably expected to render during such term unless, at least one hundred and eighty (180) days prior to the expiration of the then current term, either party gives written notice to the other that the notifying party desires to renegotiate Consultant's fee. Any renegotiated compensation shall be set forth in a written amendment to this Agreement pursuant to the requirements of Section 36 below. If the parties are unable to agree to an amended fee, LACERA may terminate this Agreement for convenience pursuant to Section 10 below. If such termination occurs, Consultant shall continue to provide the Services for a period determined by LACERA, but not to exceed three (3) months following the Effective Termination Date (as defined below) at the then current fee and subject to all of the terms and conditions of this Agreement.

8. Seminars and Training Programs. In the event Consultant conducts seminars, training sessions or similar events which are generally made available to Consultant's clients, LACERA shall be invited to attend upon the same terms and conditions as such other clients. If LACERA reimburses Consultant for costs associated with LACERA's attendance, the Consultant will reduce the next quarterly invoice by the amount reimbursed.

9. Term. The term of this Agreement shall commence on the date first set forth above for an initial period of five years (the "Initial Term"), and thereafter, shall automatically

renew for successive one-year terms, unless terminated by LACERA pursuant to the provisions of Sections 10 and 11 below, or by Consultant pursuant to the provisions of Sections 12 and 13 below.

10. Termination for LACERA's Convenience. LACERA may terminate all or any part of this Agreement without cause at any time by delivering to Consultant a written Notice of Termination for Convenience specifying the date on which Consultant shall cease work hereunder, or cease performing such portion of the work as directed by LACERA ("Effective Termination Date"). For termination under this section, the Effective Termination Date shall be no earlier than one (1) calendar day after such Notice of Termination is delivered to Consultant. In no event shall LACERA's termination of this Agreement under this Section 10 be deemed a waiver of LACERA's right to make a claim against Consultant for damages resulting from any default by Consultant which occurred prior to the Effective Termination Date.

11. Termination by LACERA for Default. LACERA may immediately terminate this Agreement by delivering to Consultant a written Notice of Termination for Default which specifies the Effective Termination Date under any one of the following circumstances:

a. If Consultant materially fails to perform or cause to be performed the Services required under this Agreement, including the Statement of Work, or any of the other provisions of this Agreement (including failure to procure or maintain insurance as required), within the time specified therefor (or within a reasonable time if no time is specified) and subsequently fails to cure such default within thirty (30) calendar days (or such longer period as LACERA may authorize in writing) after receiving written notice from LACERA specifying such default;

b. Upon notice but without further cure period if Consultant repeatedly fails to perform according to this Agreement following notice and failure to cure pursuant to paragraph (a) of this Section 11;

c. Upon notice but without opportunity to cure if Consultant materially breaches any of the warranties, representations and covenants made in this Agreement;

d. Upon notice but without opportunity to cure if Consultant files for bankruptcy, becomes insolvent or generally cannot pay its debts as they become due;

e. Upon notice but without opportunity to cure if Consultant is subject to civil or criminal investigation, 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, theft, moral turpitude, or violation of any securities laws, rules or regulations;

f. Upon notice but without opportunity to cure if Consultant breaches its fiduciary obligation to LACERA or was grossly negligent in performing, or had reckless or willful disregard of, its duties under the terms of this Agreement; or

g. Upon notice but without opportunity to cure if Consultant attempts or purports to assign this Agreement, or any portion hereof, or any of its rights or obligations hereunder, without obtaining LACERA's prior written consent.

If LACERA terminates this Agreement for default pursuant to this Section 11, LACERA shall be entitled to recover from Consultant all reasonable damages resulting from such default. The running of any grace period for cure of a default pursuant to this Section 11 shall not limit LACERA's right to terminate this Agreement for convenience at any time, pursuant to Section 10 above.

12. Termination for Consultant's Convenience. Consultant may terminate this Agreement in its entirety, but not in part, without cause at any time after the second anniversary of the effective date of this Agreement by delivering to LACERA a written Notice of Termination for Convenience specifying the Effective Termination Date. For termination under this section, the Effective Termination Date shall be no earlier than one hundred eighty (180) days after the Notice of Termination is delivered to LACERA, but may be sooner at LACERA's election, or later if both parties agree. In no event shall Consultant's termination of this Agreement under this Section 12 be deemed a waiver of Consultant's right to make a claim against LACERA for damages resulting from any default by LACERA which occurred prior to the Effective Termination Date.

13. Termination by Consultant for Default. Consultant may terminate this Agreement in its entirety, but not in part, upon written Notice of Termination for Default if LACERA materially fails to perform any of its obligations under this Agreement and fails to cure such default within sixty (60) calendar days of receiving Consultant's written notice of such default, which notice describes in reasonable detail the nature of the default and Consultant's view as to the cure required in order to bring LACERA's performance into material compliance with its obligations under this Agreement.

14. Force Majeure. Neither Consultant nor LACERA shall be terminated for default or liable for damages, pursuant to Sections 11 or 13 above, if Consultant's or LACERA's failure to perform under this Agreement arises from causes beyond the control and without the fault or negligence of such party. Such causes 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 each case the failure to perform must be beyond the control and without the fault or negligence of Consultant (or Consultant's Agents) or LACERA, as the case may be.

15. Rights, Remedies and Responsibilities upon Termination. In the event of any termination of this Agreement, all of the terms and conditions herein shall continue to apply through the Effective Termination Date and through any period following such date, during which Consultant shall continue to perform the Services in order to complete any transactions pending on the Effective Termination Date and to facilitate an orderly transition to a successor consultant ("Transition Period"). The Transition Period shall last for three (3) months after the Effective Termination Date, but may end sooner at LACERA's election, or later if both parties agree. The following provisions shall also apply to any termination of this Agreement and shall

survive termination of this Agreement:

a. Post-Termination Responsibilities. If either party terminates this Agreement, and unless otherwise expressly directed by LACERA, Consultant shall take all necessary steps to stop the Services on the Effective Termination Date.

b. Termination Invoice. Following the end of the Transition Period (or if there is no Transition Period, following the Effective Termination Date), Consultant shall submit to LACERA, in the form and with any reasonable certifications as may be prescribed by LACERA, Consultant's final invoice (the "Termination Invoice"). The Termination Invoice shall prorate Consultant's annual fees, on a daily basis, for Services already performed but for which Consultant has not been compensated through the Effective Termination Date, in accordance with the then current Fee Schedule. Consultant shall submit the Termination Invoice no later than thirty (30) days after the Transition Period (or if there is no Transition Period, the Effective Termination Date). Upon Consultant's failure to submit its Termination Invoice within the time allowed, LACERA may determine, on the basis of information available to it, the amount, if any, due to Consultant and such determination shall be deemed final. Subject to the provisions of this Section 15.c, after LACERA has made such determination, or after Consultant has submitted the Termination Invoice and LACERA has approved it, LACERA shall authorize payment to Consultant, so long as Consultant is not in breach or default of any of its post-termination obligations.

c. Payment Withheld for Default. LACERA shall not authorize and shall withhold payment for Services provided if LACERA terminates this Agreement for default pursuant to Section 11 above.

d. Excusable Default. If, after either party issues a Notice of Termination for Default to the other party (pursuant to Sections 11 or 13 above, as the case may be), it is determined for any reason that the other party was not in default, or that such default was excusable, then the rights and obligations of the parties shall be the same as if a Notice of Termination for Default had not been given, or at the option of the party issuing the notice, the notice shall be treated as a Notice of Termination for Convenience in accordance with Sections 10 or 12 of this Agreement, as the case may be.

e. Good Faith Transfer. Upon any termination of this Agreement by either party and to the extent directed by LACERA, Consultant shall continue to serve as a Consultant hereunder at the then existing compensation level for the duration of the Transition Period. Consultant shall cooperate with LACERA in good faith to effect a smooth and orderly transfer of the Services and all applicable records. Upon termination of this Agreement, Consultant shall retain all LACERA Records (as defined below) according to the record retention provisions set forth in Sections 24 and 25 below, or if required by LACERA, promptly deliver the LACERA Records to LACERA or to such other party designated by LACERA.

f. Cumulative Nature of Rights and Remedies. The rights and remedies of the parties provided by this Section 15 are not exclusive, but cumulative and in addition to any other rights and remedies provided by law, in equity or under any of the provisions of this

Agreement.

16. Measure of Damages. Damages arising from any default, act or omission under this Agreement by either party hereto shall be determined under the laws of the State of California, without regard to special circumstances or conditions of the parties, provided that such damages are reasonably foreseeable at the time of entering into this Agreement. If any payment required to be made to a party hereto by the other party is not paid in full when due, the amount due shall include an amount equal to the average Federal Funds rate as published daily in *The Wall Street Journal*, and compounded to the extent permitted under applicable law from the date of loss to the date on which payment is made.

17. Consultant's Obligation to Defend and Indemnify.

a. Definitions. As used in this Section:

(1) "Claims" means any and all liabilities, losses, injuries, suits, costs, charges, judgments, fines, penalties, expenses (including, without limitation, defense costs, expert witness fees and attorneys' fees), claims, demands, recoveries, settlements, or damages of any nature whatsoever, including, but not limited to, loss of funds, bodily injury, death, personal injury, or property damage.

(2) "LACERA Covered Persons" means LACERA, its officers, trustees, fiduciaries (excluding Consultant), employees and agents.

(3) "Consultant Action" means any services rendered or other material action taken, omitted or suffered by Consultant Personnel, including, without limitation, any alleged or claimed:

(a) bad faith, negligence, willful misconduct, fraud, improper or unethical practice by Consultant Personnel;

(b) breach of any representation or warranty made by any Consultant Personnel in this Agreement or in any agreement contemplated by this Agreement;

(c) breach of any covenant, agreement or obligation of any Consultant Personnel contained in this Agreement or any other instrument contemplated by this Agreement;

(d) misrepresentation contained in any statement or certificate furnished by any Consultant Personnel pursuant to this Agreement or in Consultant's Proposal; or

(e) any violation of the Legal Requirements.

(4) "Consultant Personnel" means Consultant and its Agents.

b. Consultant will defend, at its expense, indemnify, save, and hold harmless the LACERA Covered Persons from and against any and all Claims arising out of, related to, or in connection with any Consultant Action. The passive negligence of any LACERA Covered Person will not relieve Consultant of its obligations to defend and indemnify. Consultant's obligations to defend and indemnify shall survive the termination of this Agreement.

c. LACERA will give Consultant prompt written notice of any Claim for which any LACERA Covered Person is entitled to indemnification pursuant to this Section. Consultant shall control the defense or settlement of the Claim; but, no such settlement or compromise shall be entered into unless, as part of such settlement or compromise, the third party executes a full and complete release of the LACERA Covered Persons without recourse to the LACERA Covered Persons for any amount, claim or other obligation whatsoever respecting such Claim. Consultant will not have the right to settle or compromise any such Claim without the consent of the LACERA Covered Persons, which consent may be withheld for any reason or no reason, if such settlement or compromise involves the issuance of injunctive or other non-monetary relief binding upon any of the LACERA Covered Persons or a plea of guilty or *nolo contendere* on the part of any of the LACERA Covered Persons in any criminal or quasi-criminal proceeding, or which involves any admission of liability or culpability on the part of the LACERA Covered Persons, or which has any collateral estoppel effect on any of the LACERA Covered Persons.

d. Consultant's obligation to defend the LACERA Covered Persons at Consultant's expense is in addition to, and separate from, Consultant's obligation to indemnify under this Section. 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 LACERA, Consultant shall pay full compensation for all costs incurred by LACERA.

18. Insurance.

a. General Insurance Requirements: Without limiting Consultant's indemnification obligations under Section 17 above, during the term of this Agreement, Consultant shall provide and maintain, and shall require all of its subcontractors and Agents to maintain, the following programs of insurance in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by LACERA, and such coverage shall be provided and maintained at Consultant's own expense.

(1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to LACERA shall be delivered to:

[_____]
LACERA
300 N. Lake Avenue, Suite 850
Pasadena, CA 91101-4199

prior to commencing Services under this Agreement and annually thereafter. Such certificates or other evidence shall:

- (a) Specifically identify this Agreement.
- (b) Clearly evidence all coverages required in this Agreement.
- (c) Include the cancellation notice provision from the policy.
- (d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the LACERA, its trustees, officers and employees as insureds for all activities arising from this Agreement.

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

(3) Failure to Maintain Coverage: Failure by Consultant to maintain the required insurance, or to provide evidence of insurance coverage acceptable to LACERA, shall constitute a material breach of this Agreement upon which LACERA may immediately terminate or suspend this Agreement. LACERA, at its sole option, may obtain damages from Consultant resulting from said breach.

(4) Compensation for LACERA 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 LACERA, Consultant shall pay full compensation for all costs incurred by LACERA.

(5) Survival of Obligations. Consultant's obligations under this Section 18 shall survive expiration or termination of this Agreement.

b. Commercial General Liability. Consultant shall provide and maintain a Commercial General Liability insurance policy, which names LACERA as additional insured. Such policy shall cover legal liability for bodily injury and property damage arising out of Consultant's business operations and the Services. Such policy shall include, without limitation, endorsements for Officers and Directors Liability, Property Damage, Premises-Operations, Products/Completed Operations, Contractual, and Personal/Advertising Injury with a limit of at least Five Million Dollars (\$5,000,000) per occurrence and an annual aggregate limit of at least Twenty Five Million Dollars (\$25,000,000). If such insurance is written on a Claims Made Form, such insurance shall be endorsed providing an extended reporting period of not less than five (5) years following termination or expiration of this Agreement.

c. 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 One Million Dollars

(\$1,000,000) per accident.

d. 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 LACERA under this Agreement. Consultant shall provide and maintain a program of Workers' Compensation, in an amount and form to meet all applicable statutory requirements. In all cases, workers compensation insurance also shall include Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident covering all of Consultant's employees.

e. Crime Coverage.

(1) Consultant shall provide and maintain throughout the term of this Agreement a fidelity or financial institution bond policy with at least the following insuring agreements:

(a) Employee Dishonesty Coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence; and

(b) Computer Theft Coverage with limits of at least Five Million Dollars (\$5,000,000) per occurrence.

(2) Such policy shall provide protection to LACERA against loss by reason of fraud or dishonesty on the part of Consultant, and shall be in an amount meeting the bonding requirements of Section 412(a) of the Employee Retirement Income Security Act, as amended from time to time, if such amounts are from time to time greater than those specified in this Subsection 18.e.

f. Errors and Omissions. Consultant shall provide and maintain insurance covering liability arising from any error, omission, negligent or wrongful act of the Consultant, its officers, employees or Agents, with limits of at least Thirty Million Dollars (\$30,000,000) per claim and an annual aggregate limit of at least Thirty Million Dollars (\$30,000,000). The coverage also shall provide an extended one-year reporting period commencing upon termination or cancellation of this Agreement.

g. Cyber Liability. Consultant shall provide and maintain cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for each occurrence and an annual aggregate of Five Million Dollars (\$5,000,000) covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security, and network and business interruption.

19. Consultant's Representations, Warranties and Covenants. Consultant makes the following representations, warranties, covenants and agreements set forth in this Section 19 with the understanding that LACERA has relied upon them in determining to enter into this

Agreement, and that they constitute a material inducement to LACERA to enter into this Agreement. The representations, warranties, covenants and agreements contained in this Section 19 shall survive the expiration or termination of this Agreement.

a. Authorization.

(1) Consultant is duly organized, validly existing, and in good standing under the laws of the state of its organization and is qualified to do business in California, and has full corporate power and authority to carry on its business as it has been and is conducted.

(2) The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement are within the power of the Consultant and have been duly authorized by all necessary corporate and other action. Consultant has duly authorized, executed and delivered this Agreement, and this Agreement constitutes the legal, valid and binding agreements and obligations of Consultant, enforceable against Consultant 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.

(3) Consultant is not subject to or obligated under any law, rule or regulation of any governmental authority, or any order, injunction or decree, or any agreement, that would be breached or violated by Consultant's execution, delivery or performance of this Agreement.

(4) Consultant has completed, obtained, and performed all registrations, filings, approvals, licenses, authorizations, consents, or examinations required by any government or governmental authority for entry into this Agreement and performance of its acts contemplated by this Agreement, and Consultant shall maintain such proper authorizations while this Agreement is in force.

b. Quality of Services. All services which Consultant provides hereunder shall meet the requirements and standards set forth in the body of this Agreement and any Exhibits, Schedules and Appendices attached hereto. At LACERA's request, Consultant shall promptly correct any errors or omissions in the provision of the Services.

c. Contingent Fees. Except as previously disclosed in writing to LACERA, (which writing includes the name(s) of the recipient(s), the amount of the fee paid or payable, and the date(s) on which the fee was paid or is to be paid), neither Consultant nor any of its affiliates has paid or agreed to pay any fee or commission, including broker's fees, finder's fees, third party marketing fees, consulting fees, placement fees, or similar fees, to any entity or person in connection with the negotiation or execution of this Agreement by LACERA, except for bona fide employees of Consultant. If Consultant in any way breaches or violates of this warranty, LACERA shall have the right to immediately terminate this Agreement for default

and, in LACERA's sole discretion, to deduct from Consultant's compensation under this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

d. Gratuities. Neither Consultant nor its Agents have offered or given any gratuities in the form of gifts, entertainment or otherwise, to any officer, fiduciary, or employee of LACERA or the County of Los Angeles with a view toward securing this Agreement or securing any favorable determination made concerning the award of this Agreement. Consultant covenants that no such gratuities will be offered or given to any such person with a view toward securing any favorable treatment concerning the performance and/or continuation of this Agreement. If it is found that Consultant has offered or given such gratuities, LACERA may terminate this Agreement upon one (1) calendar day's written notice; provided, however, that the facts upon which LACERA bases such findings shall be at issue and may be reviewed in any competent court sitting in the County of Los Angeles, California. In the event of such termination, LACERA shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

e. Conflict of Interest with Persons Related to LACERA. Consultant does not and shall not knowingly employ in any capacity: (1) any LACERA or Los Angeles County employee or fiduciary who either could influence the award of this Agreement or any competing agreement, or who does or will have any direct or indirect financial interest in this Agreement ("Interested Person") and (2) any spouse or economic dependent of any Interested Person.

f. Certification Regarding Financial Contacts and Solicitations. Consultant represents that during the twelve (12) months preceding the effective date of this Agreement, no member of the LACERA Boards or key staff of the Boards or any elected or appointed official of Los Angeles County, or any person claiming to represent or have influence with either Board or with any member of the Boards contacted Consultant with respect to a financial transaction or solicitation which was not solely on behalf of LACERA's business with Consultant. In addition, Consultant shall immediately advise LACERA if any member of the LACERA Boards or key staff of the Boards (as such Board members and key staff are identified in writing by the Chief Investment Officer from time to time), or any elected or appointed official of Los Angeles County, or any person claiming to represent or have influence with either Board or with any member of the Boards contacts Consultant with respect to a financial transaction or solicitation which is not solely on behalf of LACERA's business with Consultant, and shall deliver to LACERA on or before January 31st of each year, or more frequently if requested, the certification and information required by Exhibit C, attached hereto.

g. Audits and Financial Reports. Consultant shall provide LACERA a copy of its annual audited financial statements, including its audited balance sheet, income statement and statement of cash flow, within ten days of their completion.

h. Intellectual Property. In connection with its performance under this Agreement, Consultant shall not knowingly develop, provide or use any program, process, composition, writing, equipment, appliance or device, or any trademark, service mark, logo, idea,

or any other work or invention of any nature, or any other tangible or intangible assets, that infringes or will infringe on any patent, copyright, or trademark of any other person or entity, or is or will be a trade secret of any other person or entity.

i. Investigations and Complaints. As of the effective date of this Agreement and during the prior five (5) years, to the best of Consultant's knowledge, (A) none of Consultant or Consultant Personnel is or has been the subject of, or a defendant in (i) any civil or criminal investigation, examination, complaint, disciplinary action or other proceeding which is commenced by any of the following: (a) the Securities and Exchange Commission of the United States ("SEC"), (b) any stock exchange, (c) the Financial Industry Regulatory Authority, (d) any Attorney General or any regulatory agency of any state of the United States, (e) any U.S. Government department or agency, or (f) any governmental agency regulating securities of any country in which Consultant is doing business, (ii) any action (or settlement or sanction in lieu thereof) brought by investors for violation of duties owed to such investors, or (iii) any lawsuit or legal proceeding and which, if adversely determined, would be reasonably likely to adversely affect Consultant's ability to perform under this Agreement and (B) there is no pending or threatened action, lawsuit, legal or administrative proceeding or allegations of misconduct that (i) would reasonably be expected to adversely affect the ability of Consultant or a Consultant Personnel to discharge any of its duties or obligations under this Agreement or (ii) would reasonably be expected to adversely affect the operations, properties or business of Consultant. To the knowledge of Consultant, in the last five (5) years, (i) no allegations of sexual harassment have been made against any member of the senior management team of Consultant or against a Consultant Personnel and (ii) Consultant has not entered into any settlement agreement related to allegations of sexual harassment or misconduct by a senior management team member of Consultant or a Consultant Personnel. Consultant shall promptly notify LACERA in the event that any investigation, action, proceeding or allegations described in this paragraph is threatened or initiated against Consultant or any Consultant Personnel who has performed any service under this Agreement in the twenty-four (24) preceding months.

j. Registered Investment Advisor. Consultant hereby represents that it is, and for so long as this Agreement is in force shall remain, a registered investment advisor under the Investment Advisors Act of 1940 as amended and that it has completed, obtained and performed all registrations, filings, approvals, authorizations, consents or examinations required by any governmental authority for its services contemplated by this Agreement. Consultant shall immediately notify LACERA if at any time during the term of this Agreement it is not so registered or if its registration is suspended.

k. Consultant's Agents. The Agents of Consultant who will be responsible for discharging Consultant's duties and obligations under this Agreement are and will be individuals experienced in the performance of the various functions contemplated by this Agreement. None of such individuals have 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 breach of trust, breach of fiduciary duty, fraud, securities law violations, bankruptcy law violations or any act or omission involving moral turpitude.

l. Disclosure Statement. Consultant warrants that it has delivered to

LACERA, at least five (5) business days prior to the execution of this Agreement, Consultant's current Securities and Exchange Commission Form ADV, Parts 2A and 2B (Consultant's "Disclosure Statement"), unless it is exempt from such requirement, in which case Consultant has delivered to LACERA with a letter from its counsel explaining the basis for such exemption. During the term of this Agreement, Consultant agrees to provide LACERA with a copy of each Disclosure Statement it files with the SEC, within thirty (30) days of filing with the SEC.

m. Annual Certification and Notice of Changes. Consultant shall certify in writing no later than January 31 of each year that each of the representations, warranties and covenants made in this Section are true as of December 31 of the prior year, or shall state in writing the facts that render such representations, warranties and covenants no longer true. Consultant shall notify LACERA in writing within three (3) business days of any of the following changes: (1) Consultant becomes aware that any of its representations, warranties and covenants set forth herein cease to be materially true at any time during the term of this Agreement; (2) there is any change in Consultant's senior personnel assigned to perform the Services under this Agreement, or in Consultant's key personnel within its organization; (3) there is any change in ownership or control of Consultant; or (4) Consultant becomes aware of any other material change in its business organization, including without limitation the filing for bankruptcy relief.

n. Conflicts of Interest Arising From Other Business Activities. Consultant acknowledges that certain business activities of Consultant and Consultant's affiliates create potential conflicts of interest which, if not properly managed, could have an adverse effect on the Services provided to LACERA by Consultant under this Agreement. Consultant represents and warrants that it has implemented appropriate procedures necessary to assure that no actual conflict of interest arises during the term of this Agreement, and that Consultant shall at all times properly discharge its duty of loyalty owed to LACERA as a result of Consultant acting as a fiduciary for LACERA. Consultant shall provide LACERA with an appropriate party within its organization to provide LACERA with information about any business relationship between Consultant and any of Consultant's affiliates and any investment manager recommended by Consultant. Consultant shall notify LACERA of all recommendations and advice given by Consultant to any affiliate or other group of Consultant concerning or in any way related to an investment manager currently retained by LACERA. Such notice shall be transmitted by telephone call to LACERA's Chief Investment Officer, followed by written confirmation via electronic mail at the same time as all other clients of Consultant are notified.

o. Changes in Clientele. Consultant agrees to notify LACERA within thirty days of (i) Consultant entering into any contract to perform consulting services and (ii) any termination of a contract it has to perform consulting services. The notice shall include the type of client (e.g., public or private pension plan), the amount of assets of the client, a general description of the services to be performed or being terminated, and with respect to terminations, a general description of the reason(s) for the termination.

p. Placement Agent Disclosure Form. Consultant represents, warrants and covenants that the information contained in the Placement Agent Disclosure Form it submitted to LACERA dated _____ is true and accurate as of the date of this Agreement, and the information contained in the Disclosure Form is not false or misleading and does not omit any

material information.

q. Most Favored Nations. For so long as this Agreement remains effective, Consultant shall promptly advise LACERA of any fee agreement or arrangement between Consultant and any of its clients that contains terms more favorable than those set forth in the then current Fee Schedule. LACERA shall automatically receive the benefit of any such more favorable terms at its option.

r. Economic Disclosure Requirements. Consultant acknowledges that it is subject to and agrees to comply with the economic disclosure requirements of the California Political Reform Act of 1974, as amended, from time to time (Cal. Government Code section 81000 et seq., the “Reform Act”) and the California Code of Regulations, Title 2, Division 6 as amended from time to time (Section 18110, et seq., the “Cal Regs”), because it meets the definition of a “consultant” under Regulation 18700.3. As such, upon execution of this Agreement, Consultant shall provide LACERA with a list of its employees performing services under this Agreement that meet the definition of “consultant” and ensure that each such individual timely files an assuming office statement no later than thirty (30) days after the effective date of this Agreement and, thereafter, files an annual statement of economic interests (and a leaving office statement, if applicable) in accordance with all applicable statutory and regulatory provisions.

s. Notice of Contacts. Consultant shall immediately advise LACERA’s Chief Investment Officer (i) if any member of the LACERA Boards, as identified in Exhibit C-1, contacts Consultant with respect to LACERA business or Consultant’s services and obligations under this Agreement and (ii) if any LACERA staff, as identified in Exhibit C-1, contacts Consultant with respect to anything other than LACERA business or Consultant’s services and obligations under this Agreement. Consultant’s report to LACERA shall include the date of contact, circumstances, and a summary of the discussion or other contact.

20. Compliance with Legal Requirements. In performing under this Agreement, Consultant shall comply with all applicable foreign, international, federal, state, county and local laws, regulations, rules, ordinances, registrations, filings, approvals, authorizations, consents and examinations (“Legal Requirements”), and all provisions required by such Legal Requirements to be included in this Agreement are hereby incorporated by reference.

21. Assurance of Compliance with Civil Rights Laws. Consultant hereby assures LACERA that Consultant shall comply with Subchapter VII of the Civil Rights Act of 1964, (42 U.S. Code Sections 2000(e) through 2000(e) (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 undertaken pursuant to this Agreement.

22. Nondiscrimination in Employment. Consultant shall take all necessary action to ensure that job applicants are employed, and that its employees are treated during employment, without regard to their race, color, religion, sex, age, marital status, sexual orientation, disability, medical condition, ancestry or national origin. For purposes of this Section 22, the term

“employment” shall include, but not be limited to the following: employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

23. Replacement of Consultant’s Agents. Upon demand by LACERA, Consultant shall replace any Agent assigned to perform the Services under this Agreement who LACERA determines is unable to effectively execute the responsibilities required by this Agreement.

24. Record Retention and Inspection.

a. Record Maintenance. Consultant shall keep and maintain the LACERA Records for the longer of (i) the period they are required to be kept and maintained under applicable statutory law and SEC Regulations, or (ii) according to Consultant’s record retention standards, but in no event for less than seven (7) years following the termination of this Agreement. After the minimum retention period has expired, Consultant will give LACERA at least sixty (60) days notice of its intent to dispose of the LACERA Records and LACERA will have the right to take possession of such records prior to disposal. Consultant will cooperate with LACERA with respect to the change of possession of the LACERA Records. Upon termination of this Agreement and at any time LACERA requests physical possession of the LACERA Records as permitted by this Agreement, Consultant shall, and shall cause its Agents to, promptly deliver the LACERA Records to LACERA at Consultant’s cost and expense.

b. Record Review and Audit. Consultant agrees that LACERA, or any duly authorized representative of LACERA, shall have access to and the right to examine, audit, excerpt, copy or transcribe any LACERA Records at any time during the term of this Agreement, or at any time for up to seven (7) years after the expiration or earlier termination of this Agreement. Upon LACERA’s request, and on reasonable notice, Consultant shall make such records available for review during normal business hours at Consultant’s business office. Consultant shall make the persons responsible for creating and maintaining the LACERA Records available to LACERA during such review for the purpose of responding to LACERA’s reasonable inquiries.

c. Acknowledgment of Ownership. Consultant acknowledges that the LACERA Records are the property of LACERA for all purposes.

d. Survival. The provisions of this Section 24 shall survive the termination of this Agreement.

25. Confidentiality. Consultant shall maintain the confidentiality of all information, data and records (including LACERA Records) in any form from any source related to the Services, including, but not limited to, (i) all information and records in any form provided by or on behalf of LACERA and LACERA’s agents, employees, representatives, investment managers and consultants and subcontractors to Consultant or its Agents, and (ii) all transaction, advice, time sheets, cost, billing, accounting and financial records, correspondence and other information and records in any form created by Consultant or its Agents in connection with the Services (such information, collectively, “LACERA Information”). Consultant shall maintain the

confidentiality of all LACERA Information using whatever security measures are necessary to protect all such material, data and information from loss or damage by any cause, including, but not limited to, fire and theft. The preceding obligations shall not apply to LACERA Information which (i) was lawfully in the possession of Consultant prior to disclosure of such information by LACERA; (ii) was, or at any time becomes, available in the public domain or from a third party, other than through a violation of this Agreement; (iii) is disclosed by LACERA to a third party without restrictions on its disclosure; (iv) is independently developed by Consultant; or (v) is disclosed pursuant to an order to do so by a court of competent jurisdiction. Consultant agrees that the LACERA Information will be used by LACERA only for the purpose of providing the Services and not in any way detrimental to LACERA or for the benefit of a third party. Only representatives and Agents of Consultant who need to review the LACERA Information in connection with providing the Services may access and view the LACERA Information. Consultant shall inform all of its Agents of the confidentiality provisions of this Agreement, and require each Agent who is to have access to the LACERA Information to sign a confidentiality agreement governing the LACERA Information that is at least as restrictive as this Agreement before given access to the LACERA Information. Consultant shall notify LACERA orally and in writing within twenty-four (24) hours after Consultant learns that the confidentiality of the LACERA Information in Consultant's possession has been compromised through dissemination, disclosure, or impermissible use, or it is reasonably possible that it has been compromised and will use best efforts to assist LACERA in minimizing the damage from such disclosure. Consultant shall indemnify, defend, and hold harmless LACERA from and against any claims arising from or relating to the unauthorized disclosure of any LACERA Information by Consultant or its Agents. Both the confidentiality and indemnity obligations of Consultant under this Section shall survive expiration or termination of this Agreement.

26. Audit Settlement. If an error is discovered as a result of an audit performed by LACERA, or if Consultant becomes aware of any error affecting LACERA through any other means, Consultant shall promptly correct such error by crediting or debiting LACERA in the appropriate amount and shall pay damages to LACERA pursuant to Section 17 above.

27. Publicity. In recognizing Consultant's need to identify its services and related clients to sustain itself, Consultant may publicize its role under this Agreement within the following conditions:

a. Consultant will develop and present all such publicity material in a professional and not misleading manner.

b. During the course of performance of this Agreement, Consultant, its employees, agents, and subcontractors will not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of LACERA without the prior written consent of LACERA.

c. Consultant may, without the prior written permission of LACERA, indicate in its proposals and sales materials that it has been awarded an agreement to provide the Services.

28. Cooperation in Contract Administration. Consultant shall cooperate with such

consultants as LACERA may retain from time to time to assist LACERA in the administration of this Agreement, including, without limitation, investment consultants, attorneys, and accountants. This provision shall survive termination of this Agreement.

29. Conflicts of Interest. [To be added if Consultant has different lines of business including a management business.]

a. Definitions. For purposes of this Section 29, the following definitions shall apply.

(1) “Affiliated Fund of Funds” means a partnership or similar entity: (i) whose General Partner is or is owned by a Consultant Entity and receives as remuneration Compensation for such service; and; (ii) that invests in other funds on a primary basis.

(2) “Affiliated Funds” means a partnership or similar entity: (i) whose General Partner is or is owned by a Consultant Entity and receives as remuneration Compensation for such service; and; (ii) that invests in portfolio companies, secondaries, and co-investments.

(3) “Compensation” means remuneration or other economic benefit received by or payable to a Consultant Entity in return for investment or financial advice to, or management of, an entity described in subparagraphs b.(2)(a) and b.(2)(b) of this Section.

(4) “General Partner” means a general partner of a limited partnership, the managing member of a limited liability company, or the functional equivalent of a legal entity in terms of ownership interest and management control.

(5) “Other Activities Report” means a written report containing:

(a) a list of all new acquisitions, mergers and assignments relating to Consultant’s business as well as any business lines launched by Consultant, if any, after the date hereof (and excluding all pending transactions previously disclosed by Consultant to LACERA);

(b) Number of Consultant’s employees;

(c) Number of Consultant’s offices;

(d) Number of Consultant’s advisory clients;

(e) Number of Consultant’s separately managed discretionary accounts/clients;

(f) Number of investment vehicles in which a Consultant Entity will act as a General Partner (by fund complex, not vehicle);

(g) Assets under management by Consultant and any Consultant Entity; and

(h) Assets under advisement by Consultant and any Consultant Entity.

b. Consultant's Other Activities.

(1) Nothing in this Agreement will be construed to restrict the right of Consultant to act as investment manager or advisor for others or to perform investment management or other services for any other person or entity of the type described in subparagraphs (2)(a) and (2)(b) below, so long as: (a) such services can be performed without violating or adversely affecting Consultant's obligations of a fiduciary to LACERA under this Agreement, (b) such services can be performed without violating Consultant's obligations under this Agreement, including, without limitation, the provisions of this Section 29, and (c) such services will not prevent Consultant from providing services to LACERA in full compliance with the Statement of Work for Consulting Services.

(2) Subject to the provisions of subsection (1):

(a) The Consultant Entities may provide investment and financial advice to other investors and investment entities (including Affiliated Fund of Funds and Affiliated Funds), and receive Compensation therefor;

(b) The Consultant Entities may serve as General Partner of investment entities, including Affiliated Fund of Funds and Affiliated Funds, or that invest in Partnerships, and receive Compensation, therefor; and (c) Entities described in subparagraphs (2)(a) and (2)(b) above may invest in Partnerships in which LACERA has invested, or could invest in, under this Agreement.

c. Reports. Consultant will deliver to LACERA:

(1) an Other Activities Report quarterly, within ten (10) calendar days after the end of each calendar quarter;

(2) a quarterly report of all Funds approved by Consultant's Investment Committee, including the sector type and investment strategy of each Fund, during the prior quarter; and

(3) Disclosure of any actual conflicts of interest between Consultant, any Consultant Entity and their affiliates and a Fund or investment manager currently retained by LACERA or being considered by LACERA when rendering advice or providing a recommendation concerning or any way related to that Fund or investment manager.

d. Differing Advice Permitted. It is understood that Consultant shall not have any obligation to recommend for investment by LACERA any Private Equity opportunity which

Consultant or any Consultant Entity may recommend, invest or sell for the account of any other client, if in the opinion of Consultant such transaction or investment is not suitable for LACERA's Investment portfolio. Subject to the provisions of this Section 29, Consultant may give advice and take action with respect to any of its other clients that may differ from advice given to LACERA, or the timing or nature of action taken with respect to LACERA's Investment portfolio.

e. Prohibited Acts. Neither Consultant nor any Consultant Entity, nor any of their members, officers, directors, Agents or employees (collectively, "Consultant Personnel") will:

(1) Serve as a paid consultant, advisor, or employee of (i) any Fund in which any Consultant Personnel knows LACERA has an interest, either directly or beneficially through a partnership or other investment, or (ii) any fund in which Consultant is contemplating recommending to LACERA; provided, however, Consultant may provide service as a member of a committee (e.g., limited partner advisory committee) or as a director without violating this clause;

(2) Sell any materials, supplies or services to any Fund in which any Consultant Personnel knows LACERA has an interest, either directly or beneficially through a partnership or other investment;

(3) Represent or provide consultation or advice to any party in a matter or manner directly adverse to LACERA with respect to any actual or potential investment; and

(4) Structure transactions with a purpose or intent to avoid or defeat the purposes of this Section 29.

f. Transactions with Affiliates. There shall be no dealings between Consultant and its affiliates, including, without limitation, the purchase and/or sale by Consultant of services and/or supplies from affiliates to affiliates or separate accounts managed by Consultant, will be permitted without the prior written consent of LACERA given after full written disclosure of the nature of the affiliation and the facts and circumstances of the transaction, in each case if LACERA is to bear the costs of such transaction (including the purchase and/or sale of services and/or supplies) and such amounts are in addition to the fees set forth in the Fee Schedule.

g. Secondaries. In connection with any evaluation of a Secondary Interest offered to LACERA by the sponsor of a fund as a limited partner in such fund, (i) prior to providing any evaluation Consultant shall disclose to LACERA if it has otherwise evaluated or is evaluating an acquisition of such Secondary Interest, or (ii) at any time after providing such evaluation and prior to the transfer of such Secondary Interest, Consultant shall disclose to LACERA if it is approached by the seller of such interest or an agent thereof.

h. Consultant acknowledges that it has been awarded contracts with other of

its clients to perform services (“Non-Traditional Services”) beyond those traditionally provided by an investment consultant, including, without limitation, to exercise discretionary authority to select managers and purchase, sell or exchange investments for its clients’ accounts. In recognition of the potential for conflicts of interests created by the new services now being provided by Consultant to its other clients, LACERA requires and Consultant agrees to provide the following in writing to LACERA.

(1) On an ongoing basis, prompt written disclosure of each significant action taken by Consultant (including, but not limited to, hirings, firings, and increases and decreases in investment allocations) with regard to any of LACERA’s then-current equity and debt investment advisors, and each action taken. Such disclosure need not identify the client on whose behalf such action was taken, if identifying the client would violate the confidentiality requirements of the contract between Consultant and such client.

(2) Written disclosure of all contracts to which Consultant is a party as of the date of this Agreement, and notice within thirty days of (i) Consultant entering into, renewing or terminating any contract including, without limitation, contracts in which Consultant provides Non-Traditional Services. Such disclosure need not identify the client, if identifying such client would violate any confidentiality provision in such contract. However, if the client’s identity is withheld because of confidentiality requirements, Consultant shall identify the type of client (e.g., public or private pension plan) and the size of such client’s allocation according to the following table:

<u>Class</u>	<u>Target Allocation</u>
1	0 to \$100 million
2	\$100+ Million to \$500 Million
3	\$500+ Million to \$1 Billion
4	\$1+ Billion

Annual written disclosure, in summary form, delivered not later than March 31 of the then current year for the preceding calendar year, of the following information:

(a) The amount of assets Consultant has under management for (x) traditional consulting services and (y) Non-Traditional Services;

(b) The amount that the assets under management by Consultant increased or decreased from the prior year;

(c) The portion of Consultant's gross revenues generated by its traditional consulting services

(d) The names of the commingled funds to which Consultant made commitments during the year through its Non-Traditional Services;

(e) The amount of co-investment capital that Consultant

committed during the year on behalf of its Non-Traditional Services clients; and

(f) Summary of the type and number of co-investments to which Consultant committed during the year;

(3) In no event shall Consultant represent or provide consultation or advice to any party, or exercise discretion on behalf of any client, in a matter or manner adverse to LACERA with respect to any actual investment by LACERA, or to any potential investment of LACERA of which Consultant has knowledge.

30. Notices.

a. All notices or other communications required or permitted hereunder shall be in writing, and shall be delivered or sent, as the case may be, by any of the following methods: (i) personal delivery, (ii) overnight commercial carrier, (iii) registered or certified mail, postage prepaid, return receipt requested, or (iv) electronic mail. Any such notice or other communication shall be deemed received and effective upon the earlier of (1) if personally delivered, the date of delivery to the address of the person to receive such notice, (2) if delivered by overnight commercial carrier, one day following the receipt of such communication by such carrier from the sender, as shown on the sender's delivery invoice from such carrier, (3) if mailed, on the date of delivery as shown by the sender's registry or certification receipt, or (4) if given by electronic mail, when sent. Any notice or other communication sent by electronic mail must be confirmed within forty-eight hours by letter mailed or personal delivery, overnight commercial carrier, or registered or certified mail. Any reference herein to the date of receipt, delivery, or giving, or effective date, as the case may be, of any notice or communication shall refer to the date such communication becomes effective under the terms of this Section. Rejection or other refusal to accept or failure to receive because of changed address of which no notice was given shall be deemed to constitute receipt of notice or other communication sent. The address to be used in connection with notices are the following, or such other address as a party shall from time to time direct by notice given in accordance with this Section:

If to LACERA:

Jonathan Grabel
Chief Investment Officer
300 N. Lake Avenue, Suite 850
Pasadena, CA 91101
Phone: 626-564-6000 ext. 3306
Fax: 626-564-6110
Email: jgrabel@lacera.com

with copy to:

Steve Rice
Chief Counsel
300 N. Lake Avenue, Suite 620

If to Consultant:

Phone:

Fax:

Email:

with copy to:

Pasadena, CA 91101
Phone: 626-564-6000 ext. 4340
Fax: 626-564-2336
Email: srice@lacera.com

Phone:
Fax:
Email:

b. Consultant agrees to comply with the following communication policy adopted by the Board:

All formal notices required to be given to LACERA by a service provider pursuant to the service provider's contract with LACERA shall be addressed and delivered in accordance with the terms and conditions of the contract.

A service provider, or person or entity related to a service provider, shall provide to LACERA's Chief Executive Officer a copy of all written communications to LACERA (other than purely personal or social correspondence, routine announcements, generally-distributed newsletters, and the like) related to LACERA's business. If the communication relates to investment-related services provided to LACERA, a copy shall also be provided to LACERA's Chief Investment Officer. If the communication relates to an actual or potential contract dispute, a copy shall also be provided to LACERA's Chief Counsel.

c. The addresses for LACERA's Chief Executive Officer, Chief Counsel, and Chief Investment Officer are:

Santos H. Kreimann
Chief Executive Officer
LACERA
300 N. Lake Ave., Suite 820
Pasadena, CA 91101

Steven Rice
Chief Counsel
LACERA
300 N. Lake Ave., Suite 620
Pasadena, CA 91101

Jonathan Grabel
Chief Investment Officer
LACERA
300 N. Lake Ave., Suite 850
Pasadena, CA 91101

31. Attorneys' Fees, Costs and Expenses. In any legal proceeding which arises out of or relates to this Agreement (whether in contract, tort, or any other legal theory whatsoever), then the party not prevailing shall pay to the prevailing party all reasonable costs and expenses incurred therein by the prevailing party including, without limitation, reasonable attorneys' fees, court costs, expert witness fees and costs, travel time and associated costs, copy costs, deposition costs, exhibit costs, costs on appeal, fees and costs associated with execution upon any judgment or order, special transcript costs, and the appointment of a Special Master or discovery referee. 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.

32. Section Headings; Interpretation. Caption and section headings used in this Agreement are for convenience and reference only and shall not affect in any way the meaning, construction or interpretation of this Agreement. Each party hereto and its counsel have participated fully and equally in the review and negotiation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in all parts of this Agreement shall in all cases be construed 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.

33. Entire Agreement. This Agreement, together with any and all Exhibits, Schedules and Appendices attached hereto, and together with Consultant's Proposal contains the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all other previous oral and written agreements or understandings, and all contemporaneous oral and written negotiations, commitments, understandings and communications between the parties, relating to the subject matter of this Agreement. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

34. Consultant's Proposal, Exhibits, Schedules and Appendices. Consultant's Proposal, and the Exhibits, Schedules and Appendices attached hereto, are incorporated in and made a part of this Agreement by reference. If any conflicts, inconsistencies or ambiguities should arise between or among this Agreement and the incorporated documents, the following precedence shall be used to interpret the requirements of this Agreement:

- a. The terms of this Agreement;
- b. The terms of the Exhibits; and
- c. Consultant's Proposal.

35. Severability. If any provision of this Agreement is held by any court to be invalid, void or unenforceable, in whole or in part, the other provisions shall remain unaffected and shall continue in full force and effect unless an essential purposes of this Agreement would be defeated by the loss of the illegal, invalid, or unenforceable provision.

36. 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.

37. Amendments in Writing.

a. This Agreement may be amended or modified only by a written instrument executed by both parties hereto and making specific reference to this Agreement and

the intent of the parties that it be modified or amended by such writing.

b. The parties shall meet and confer in good faith on any modification of this Agreement that may become necessary to make its provisions consistent with any investment policy of LACERA, or any foreign, international, federal, state, county or local statute, rule, regulation or ordinance which governs any aspect of this Agreement.

38. Governing Law and Venue.

a. 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.

b. 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 sitting in the County of Los Angeles, California or in any court of the State of California sitting in the County of Los Angeles, California.

c. Each party to this Agreement consents to the exclusive jurisdiction of any United States District Court sitting in the County of Los Angeles, California and any court of the State of California sitting in the County of Los Angeles, California, and their appellate courts for the purpose of all legal actions and proceeding arising out of or relating tot this Agreement or the transactions it contemplates.

d. LACERA, in its sole and absolute discretion, may waive the requirements of either or both of Sections 38.b and 38.c as to either party or both parties to this Agreement.

39. Assignment and Delegation. Consultant may not assign any of its rights or delegate or subcontract any of its duties hereunder without LACERA's prior written consent, which consent LACERA may grant or withhold in its sole discretion. Despite LACERA's consent, no assignment shall release Consultant of any of its obligations or alter any of its primary obligations to be performed under this Agreement, unless such consent expressly provides for such release of Consultant. Any attempted assignment or delegation of this Agreement in violation of this Section shall be void and shall entitle LACERA to terminate this Agreement for default.

40. Restrictive Agreements.

a. For purposes of this Section 40, "Restrictive Agreements" means any non-competition agreement, non-solicitation agreement, and any other agreement between Consultant and any of its Agents, including, without limitation, those individuals responsible for providing investment consulting services to LACERA, whether entered into prior or subsequent to this Agreement, which purports to restrict any Agent whose working relationship with Consultant terminates voluntarily or involuntarily ("Former Agent"), from soliciting investment consulting business or any other business from LACERA, or from entering into any contractual relationship with LACERA for investment consulting services or any other business purpose (collectively,

“Business Activity”), by (1) prohibiting such Business Activity by the Former Agent for any period of time, (2) requiring the payment of money or other consideration by the Former Agent to Consultant to enter into such Business Activity, or (3) requiring any other act or forbearance from action by the Former Agent in connection with such Business Activity.

b. Consultant acknowledges that Restrictive Agreements infringe upon the Board’s fiduciary duty to select consultants to consult and provide advice with respect to the assets under LACERA’s administration.

c. Consultant agrees Restrictive Agreements shall not be applicable to any Business Activity between LACERA and any Former Agent. Consultant shall not enforce any Restrictive Agreement against any Former Agent to the extent such Former Agent engages in a Business Activity with LACERA.

41. Joint and Several Liability. If Consultant (or any permitted assignee) consists of more than one person or entity, the liability of each such person or entity signing this Agreement as Consultant shall be joint and several.

42. Word Usage. Unless the context clearly requires otherwise, (i) the plural and singular number shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) “or” is not exclusive; (iv) “includes” and “including” are not limiting; (v) “hereof,” “herein,” and other variants of “here” refer to this Agreement as a whole; and (vi) “default” and “breach” are used interchangeably.

43. Recitals Incorporated. The Recitals set forth above are incorporated into the body of this Agreement.

44. Surviving Provisions. The provisions of this Agreement that expressly survive the termination of this Agreement, and other provisions which by their nature are intended to survive expiration of this Agreement, will survive the expiration of this Agreement.

45. Execution in Counterparts; Facsimile Signatures. The parties may execute this Agreement in any number of duplicate originals, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which, collectively, constitutes only one agreement. Any party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

46. Recitals Incorporated. The recitals set forth at the beginning of this document are incorporated in and made a part of this Agreement.

[Remainder of this page intentionally left blank. Signatures follow on next page]

IN WITNESS WHEREOF, LACERA has caused this Agreement to be executed by its duly authorized officer and Consultant has caused this Agreement to be executed by its duly authorized officer as of the date first above written.

“LACERA”

“CONSULTANT”

Los Angeles County Employees
Retirement Association

_____, a _____

By: _____
Name: Jonathan Grabel
Title: Chief Investment Officer

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Senior Staff Counsel
LACERA Legal Office

By: _____
Name: _____
Title: _____

EXHIBIT A
to
Investment Consulting Services Agreement

STATEMENT OF WORK

The following consulting services will be provided to LACERA by Consultant:

[Complete Statement of to be provided during negotiation.]

Consultant will provide the following investment advisory and coordination services to LACERA, which are more fully described below:

- 3. Crisis Response Plan.** The Board adopted a Crisis Response Plan on November 20, 2019 (“Crisis Response Plan”, attached hereto as Attachment 1)) to help protect LACERA assets in case of an Event¹, including situations where certain key LACERA personnel are Unavailable².

Consultant will be a member of LACERA’s Crisis Response Group (as such term is defined in the Crisis Response Plan and be responsible for the following:

- (a) Upon notification from a member of the Crisis Response Group that an Event has occurred, Consultant will notify the other members of the Crisis Response Group that an Event has occurred and will confer with LACERA’s CIO and consult on potential options and course of action to help protect LACERA’s assets (“Course of Action”).
- (b) If LACERA’s CIO is Unavailable, Consultant will: (a) consult with other members of the Crisis Response Group and they will collectively prepare a Course of Action; and (b) work with the following members of the Crisis Response Group in the following order of precedence, to implement the Course of Action:
 - (i) DCIO³;
 - (ii) If the DCIO is Unavailable, then two PIOs;
 - (iii) If the DCIO and two PIOs are Unavailable, then one PIO and CEO;
 - (iv) If the DCIO, two PIOs and CEO is Unavailable, then the Chair of BOI and one PIO or CEO; or
 - (v) If all of the member of the Crisis Response Group listed in (i)-(iv) above are Unavailable, Consultant is authorized and directed to do the following in LACERA’s name and on its behalf without LACERA’s prior approval:
 - 1) suspend the securities lending program and recall securities on loan;

¹ Event is generally defined as a time when there is a need to act quickly to minimize a negative impact on the pension fund’s assets. An Event will be declared by the Crisis Response Group and/or LACERA’s Incident Response Team (as defined by LACERA’s Business Continuity Plan). If no LACERA member of these two groups is available to make a declaration, Consultant will declare the Event.

² “Unavailability” means the lack of response by a Crisis Response Group member to three calls and three emails per day from Consultant for a period of 7 successive calendar days.

³ “DCIO” means LACERA’s Deputy Chief Investment Officer.

“PIO” means LACERA’s Principal Investment Officer.

“CEO” means LACERA’s Chief Executive Officer.

“CIO” means Chief Investment Officer.

“BOI” means LACERA’s Board of Investments.

- 2) suspend all overlay programs, including cash and currency programs;
- 3) to the extent LACERA's operating cash account does not contain a minimum of \$1 billion, trade on two equity and/or fixed income passive accounts (as specified in the Crisis Response Plan) in order to raise a maximum of \$1 billion in cash; and
- 4) transfer raised cash, from the step (c) above, to LACERA's operating cash account.

Consultant will timely communicate with and keep the Crisis Response Group and the BOI apprised of actions taken to respond to the Event. Once the Event has passed or terminated, Consultant will document the Event and LACERA's response to it in a memo presented to the BOI.

EXHIBIT B
to
Investment Consulting Services Agreement
FEE SCHEDULE

EXHIBIT C
to
Investment Consulting Services Agreement

CERTIFICATION REGARDING FINANCIAL CONTACTS AND SOLICITATIONS

_____ (“Consultant”) acknowledges that the Los Angeles County Employees Retirement Association is responsible for the administration of the employees’ retirement trust fund for the employees of Los Angeles County, California. The members of LACERA’s Board of Retirement and the Board of Investments (hereinafter referred to as the “Boards”) are the sole and exclusive trustees and fiduciaries of this statutory trust.

Consultant agrees to assist the Boards in discharging their mutual fiduciary obligations and to affirmatively assist in identifying potential conflicts of interests. Consultant hereby acknowledges that the Boards are directing Consultant to file an annual certification regarding contacts, which may represent potential conflicts of interest and further agrees to furnish the annual certification.

In the event any person described below (a “Designated Person”) contacts Consultant with respect to a financial transaction or solicitation which is not solely on behalf of LACERA’s business with Consultant, Consultant shall promptly report by telephone and in writing such contact to the respective Chairs of the Boards and the Chief Executive Officer. For purposes of reporting contacts, a “solicitation” includes, as an example and without limitation, a request for contribution to any campaign for any elected seat on either Board, or for a seat on the Board of Supervisors of Los Angeles County, made by or on behalf of a Designated Person. A Designated Person is:

- (1) Any member of either Board;
- (2) Any candidate for an elected seat on either Board;
- (3) Any member of the Board of Supervisors of Los Angeles County;
- (4) Any candidate for a seat on the Board of Supervisors of Los Angeles County;
- (5) Any of the LACERA Executive Staff designated on Attachment No. 1 hereto; and
- (6) Any person claiming to represent or to have influence with any person described in (1) through (5) above.

LACERA may amend Attachment No. 1 from time to time upon written notice to Consultant.

Consultant further agrees to furnish an annual certification, attested to by a responsible officer of Consultant. The certification shall describe reportable contact, listing the date(s) of such contact, the person making the contact and the subject matter of the contact. The certification shall state that except as specifically described in the certification, Consultant has not been contacted by or on behalf of a Designated Person with respect to a financial transaction or solicitation which is not solely on behalf of LACERA’s business with Consultant. Such certification shall be filed annually by January 31 of each year for the preceding calendar year.

EXHIBIT C-1
LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION (LACERA)
DESIGNATED PERSONS LIST

(Revised September 1, 2021)

LOS ANGELES COUNTY BOARD OF SUPERVISORS

Hilda L. Solis - First District
Holly J. Mitchell - Second District
Sheila Kuehl - Third District
Janice Hahn - Fourth District
Kathryn Barger - Fifth District

BOARD OF RETIREMENT

1 Alan Bernstein, Chair
2 Vivian H. Gray, Vice Chair
3 Gina Zapanta, Secretary
4 Keith Knox, Ex-Officio
5 Herman B. Santos
6 Shawn R. Kehoe
7 Wayne Moore
8 Ronald A. Okum
9 Les Robbins
10 William R. Pryor, Alternate
11 James P. Harris, Alternate
12 Elizabeth Ginsberg, Alternate Ex-Officio

BOARD OF INVESTMENTS

1 Keith Knox, Chair, Ex-Officio
2 Joseph Kelly, Vice Chair
3 Alan J. Bernstein, Secretary
4 David Green
5 Herman B. Santos
6 Elizabeth Greenwood
7 Shawn R. Kehoe
8 Gina V. Sanchez
9 Patrick T. Jones
10 Elizabeth Ginsberg, Alternate Ex-Officio

Board of Retirement Contact
Bonnie Nolley, Board Executive Assistant
300 North Lake Avenue, Suite 820
Pasadena, CA 91101

Board of Investments Contact
Linda El-Farra, Board Executive Assistant
300 North Lake Avenue, Suite 820
Pasadena, CA 91101

EXECUTIVE STAFF

Santos H. Kreimann
Chief Executive Officer

Luis Lugo
Deputy Chief Executive Officer

John Popowich
Assistant Executive Officer

INVESTMENT STAFF

Jonathan Grabel
Chief Investment Officer

Vache Mahseredjian
Principal Investment Officer - Credit & Risk Mitigation

Christopher J. Wagner
Principal Investment Officer - Private Equity

Jude Perez
Principal Investment Officer - Portfolio Analytics

James Rice
Principal Investment Officer - Real Assets

Esmeralda del Bosque
Acting Principal Investment Officer - Global Equity

David Chu
Senior Investment Officer - Private Equity

Scott Zdrzil
Senior Investment Officer - Corporate Governance

Chad Timko
Senior Investment Officer - Hedge Funds

Amit Aggarwal
Investment Officer - Real Estate

Pushpam Jain
Investment Analyst - Real Assets

Didier Acevedo
Investment Officer - Private Equity

Derek Kong
Investment Officer - Private Equity

Dale Johnson
Investment Officer - Corporate Governance

Daniel Joye
Investment Officer - Real Assets

David Simpson
Investment Officer - Private Equity

Cheryl Lu
Investment Officer - Private Equity

Quoc Nguyen
Investment Officer - Hedge Funds

Crystal Milo
Senior Investment Analyst - Corporate Governance

Robert Z. Santos
Investment Officer - Fixed Income

Ron Senkandwa
Investment Officer - Equities

Adam Cheng
Senior Investment Analyst - Fixed Income

Kevin Bassi
Senior Investment Analyst - Real Estate

Calvin Chang
Senior Investment Analyst - Private Equity

Cindy Rivera
Senior Investment Analyst - Real Estate

Jeff Jia
Senior Investment Analyst - Equities

John Kim
Senior Investment Analyst - Portfolio Analytics

Mel Tsao
Senior Investment Analyst - Equities

Michael Romero
Senior Investment Analyst - Real Estate

Shelly Tilaye
Senior Investment Analyst - Private Equity

Noah Damsky
Investment Analyst - Real Assets

Magdalia Serna-Armstrong
Senior Investment Analyst - Equities

Inga Tadevosyan
Investment Analyst - Real Estate

Sergik Tahmazyan
Investment Analyst - Fixed Income

Terra Elijah
Investment Analyst - Portfolio Analytics

LEGAL STAFF

Steven P. Rice
Chief Counsel

Fern M. Billings
Senior Staff Counsel

Frank Boyd
Senior Staff Counsel

Michael D. Herrera
Senior Staff Counsel

Christine Roseland
Senior Staff Counsel

Elaine Salon
Staff Counsel

John Harrington
Staff Counsel

Soo Park
Staff Counsel

Margo McCabe
Legal Analyst

Lisa Garcia
Legal Analyst

INTERNAL AUDIT AND ACCOUNTING

Richard Bendall
Chief Audit Executive

Theodore R. Granger
Interim Chief Financial Officer

Michael Huang
Accounting Officer

Ervin Wu
Interim Accounting Officer

*Bold type denotes department head