

**FUTURIS
PUBLIC ENTITY INVESTMENT TRUST
PROGRAM SERVICES RENEWAL AGREEMENT**

This Program Services Renewal Agreement (the "Agreement") is entered into as of July 1, 2016 between **Keenan & Associates** ("Keenan"), and **Contra Costa Community College District** ("Employer"), with reference to the following:

WHEREAS, Employer and Keenan originally previously entered into a Futuris Public Entity Investment Trust Program Services Agreement dated July 1, 2008;

WHEREAS, The Program (as defined below) was renewed as of July 1, 2012 and is due to expire on June 30, 2016; and

WHEREAS, Employer desires to extend the Program for another four (4) years beginning July 1, 2016 ("Second Renewal Term")

NOW THEREFORE, the parties agree that the terms and conditions of this Renewal Agreement shall govern the Program for the Second Renewal Term.

- A. Keenan has created the Futuris Public Entity Investment Trust Program (the "**Program**") to assist public entity employers with the establishment and maintenance of a trust for investment of funds to be used by public entity employers for the provision of retiree health and welfare benefits to participating employees and for other purposes determined appropriate by the Employer.
- B. Through the Program Employer has:
- Established a trust (the "**Trust**") under the terms of a Trust Agreement ("Trust Agreement") that complies with the requirements of Section 115 of the Internal Revenue Code;
 - Established within the Trust a fund that is irrevocably designated for the payment of retiree health and welfare benefits to participating employees of the Employer, as required under Governmental Accounting Standards Board Statement Nos. 43 and 45 ("**GASB 43 and 45**");
 - Appointed a qualified trustee/custodian ("**Trustee**") who will appoint a Registered Investment Advisor ("**Investment Advisor**") for the Trust;
 - Appointed a board of authority ("**Retirement Board of Authority**") with authority to make decisions on behalf of the Employer with respect to the Program and the Trust;

- Monitored the operations of the Trust and coordinate communications between the Employer, the Employer's outside accounting firm and the service providers to the Trust; and
 - Determined the actions necessary to comply with the financial reporting requirements for retiree health benefits and other post-employment benefits ("OPEB") obligations under GASB 43 and 45.
- C. Employer desires to continue to participate in the Program in order to retain the services of Keenan in connection with the maintenance of the Trust, and to retain the services of the Trustee to continue to administer the Trust pursuant to the First Renewal of the Trust Administrative Services Agreement ("**Trustee Agreement**"). Under the Trustee Agreement, the Trustee has appointed a Registered Investment Advisor to manage the assets of the Trust. Keenan, the Trustee and the Registered Investment Advisor are sometimes collectively referred to herein as the "**Service Providers.**"

NOW, THEREFORE, the parties agree as follows:

1. Services Provided By Keenan. Employer hereby engages Keenan, and Keenan hereby accepts the engagement, to provide the following services to Employer with respect to the Program and the operation of the Trust during the term of this Agreement:
 - a. Referral to Service Providers. The Futuris comprehensive program includes referrals to organizations handling:
 - (1) actuarial services,
 - (2) trustee, custodial and investment management services,
 - (3) financial auditing,
 - (4) bond underwriting, and
 - (5) such additional services as Employer may request.
 - b. Facilitate Actuarial Study. Keenan will assist and coordinate with the Employer to enlist the services of an actuary (the "**Actuary**"), at the Employer's expense, to conduct an actuarial study for determining the funding needs for OPEB obligations through a Trust. Keenan will provide the following services in connection with the actuarial study, and such other related services as Employer reasonably requests:
 - (1) consult with Employer to develop the actuarial assumptions provided to the Actuary in order to meet GASB compliance criteria,
 - (2) coordinate communications, if necessary, between the Actuary and the Employer for the completion of an actuarial evaluation for determining the OPEB

obligations and provide the Actuary with information on OPEB obligations which is required for the Actuary to prepare an actuarial study with meets the requirements of GASB 43 and 45,

- (3) consult with the Employer to review the analysis of the initial and on-going GASB compliant actuarial studies, and
 - (4) consult with the Employer in an evaluation of Employer's funding needs based on the actuarial studies.
- c. Governing Board Meetings. Keenan will participate in Employer Governing Board Meetings to the extent requested by Employer in order to explain the requirements of GASB 43 and 45 and the operation of the Program.
- d. Retirement Board of Authority Consulting. Keenan will consult with the Retirement Board of Authority as to operational and coordinating issues that may arise between the Retirement Board of Authority, the Trustee and/or the Investment Advisor. Keenan will work with the Retirement Board of Authority to assist with ensuring that the Retirement Board of Authority meetings are conducted in compliance with the Brown Act.
- e. Administrator to Retirement Board of Authority. Keenan will assist the Employer to conduct the Retirement Board of Authority meetings, in a manner consistent with the Brown Act. These functions are to include:
- a. preparing Retirement Board of Authority meeting agendas and cover pages,
 - b. taking meeting minutes and provide to the Board upon completion,
 - c. assisting with communication to all Board Members as necessary and requested by the Board, and
 - d. facilitating the action items resulting from the Retirement Board of Authority meetings.
- f. Assistance with Maintenance of Trust. Keenan's services in connection with maintenance of the Trust will consist of the following:
- (1) communication with the Employer's Governing Board regarding the structure and operation of the Futuris Program,
 - (2) communication with the Retirement Board of Authority regarding the maintenance of the Trust, and
 - (3) assistance to the Employer with the preparation and submission to the Internal Revenue Service for a Private Letter Ruling for the Trust, at no additional expense to Employer.
- g. Assistance with Revisions to Trust Agreement. To the best of Keenan's knowledge and belief, the Trust has been created in compliance with Section 115 of the Internal

Revenue Code, as amended, and other applicable legal guidelines, including GASB 43 and 45 and such other embodying regulations thereunder, as well as applicable provisions of state law. In the event that revisions to the Trust Agreement are required in order to assure legal compliance with GASB 43 and 45 and applicable provisions of state law, and so that a Private Letter Ruling may be obtainable from the Internal Revenue Service, Keenan will, at no cost to the Employer, work with the Trustee to ensure such revisions are made. Keenan will endeavor to keep Employer advised of revenue rulings, legislation, and other changes in law that it becomes aware of that may impact the Trust Agreement.

- h. Funding Methods. Keenan will discuss with the Employer the methods by which the Trust could be funded.
- i. Coordinate Meetings with Service Providers. Keenan will coordinate meetings between the Employer and the Trustee and Investment Advisor and facilitate any additional or ongoing meetings that may be required.
- j. Education on GASB 43 and 45 Requirements. Keenan will conduct, in conjunction with the Employer, group education sessions as needed to inform all stakeholders of the GASB 43 and 45 liabilities.
- k. Service Provider Audit. If the Retirement Board of Authority has reason to believe an audit is necessary and makes such a request of Keenan, Keenan will assist and coordinate with the Employer to enlist the services of an independent auditor to conduct one audit of the Trust. Such audit shall be conducted to (1) assess the performance of the Service Providers to the Trust, (ii) ensure that each party's duties have been performed in accordance with the written agreements governing the Program, and (iii) advise the Retirement Board of Authority whether the Trusts financial statements have been prepared in accordance with Generally Accepted Accounting Principals (GAAP.) Keenan will provide a credit of up to \$5,000 for the compensation of the auditor.
- l. Comprehensive Compliance Plan. Keenan will assist Employer to maintain a Comprehensive Compliance Plan which documents and demonstrates (i) the steps taken by Employer to address OPEB costs and (ii) the steps taken by Employer to meet its and its designated officers' fiduciary duties. The major components of the Compliance Plan may include:
 - (i) Plan Agreements, Resolutions and Statements
 - (ii) Documents detailing financial structure of trust
 - (iii) Up-to-date financial reports on the trust
 - (iv) Educational materials
 - (v) Documents detailing submission of Trust for Private Letter Ruling

Keenan will thereafter on an annual basis assist Employer to review the Comprehensive Compliance Plan and to make such necessary changes and updates are made as required by the Employer.

- m. Substantive Plan. Keenan will assist Employer to maintain a well-designed Substantive Plan. The major components of the Substantive Plan may include:
- (i) Summary of Coverage and Eligibility for underlying OPEB plans
 - (ii) Communications Between Employer and Plan Members
 - (iii) Communications Between Employer and Plan Members
 - (iv) Historical Practice Patterns
 - (v) Funding Plan
 - (vi) Amendments and Updates as Changes are Made

Keenan will thereafter on an annual basis assist Employer to review the Substantive Plan and to make such necessary changes that are requested by the Employer.

- n. Private Letter Ruling. At the request and at no additional cost of Employer, Keenan will continue to assist Employer to submit its Trust for a private letter ruling from the Internal Revenue Service. Keenan will be responsible for paying the user fee and all other fees associated with such Private Letter Ruling request. Should a substantive change be made to the Trust such that its tax status under Section 115 of the Internal Revenue Code could reasonably be expected to change, Keenan will assist the Employer to resubmit its Trust to the Internal Revenue Service for a private letter ruling, at no additional cost of Employer.
- o. Review of Actuarial Discount Rate Assumption. Keenan will consult with Employer and will work with the actuary in helping the Employer confirm that the discount rate is consistent with the investment return recommendations for funds held in the Trust.
- p. Assistance with Preparation of Required Supplemental Information Schedules. Keenan will assist Employer with the preparation of any required supplemental information schedules necessary for Employer's financial statements to comply with GASB 43 and 45.
- q. Maintenance of a Futuris Administrative Guide. Keenan will prepare, deliver and review with the Employer relevant updates to the guide-book to the administration of the Futuris Investment Fund Program. Keenan will also review the Futuris Administration Guide with all replacement staff and other interested parties of the District as necessary.

2. Other Services Provided by Trustee and Investment Adviser. Keenan will not provide trustee, custodial, investment management or securities broker services to Employer in connection with the creation, implementation or operation of the Trust. These services will be provided by the Trustee and Registered Investment Advisor under separate agreements between Employer and the Trustee.
3. Optional Keenan Consulting Services. Keenan offers a separate consulting agreement with services that could include, but are not limited to:
 - (1) assistance in analyzing the Employer's retiree and active employees' health and welfare Plans,
 - (2) assistance with the review of Employer's past policies and practices with respect to the funding and payment of retiree health and welfare benefits,
 - (3) assistance in reviewing possible GASB liability modifications,
 - (4) work with the Employer in analyzing additional methods by which OPEB liabilities can be reduced, and, in conjunction with any or all of the above,
 - (5) assistance in determining final modified GASB liability for funding by the Employer.
4. Employer Responsibilities. Throughout the term of this Agreement, Employer or its duly appointed Retirement Board of Authority shall do the following:
 - a. Accurate Information. Provide accurate and timely information to the appropriate Service Providers concerning the Plan provisions, participating employees, costs, anticipated retirement dates of employees, and other relevant information necessary, in the requested format, for the Service Providers to provide services to Employer.
 - b. Authorized Board. Appoint the Retirement Board of Authority that is to be authorized to exercise authority on behalf of the Employer under the Program, and replace members of the Retirement Board of Authority as vacancies arise. The Retirement Board of Authority will have decision-making authorization in accordance with Government Code §§54950 et seq. (the "Brown Act"), with respect to the Trust on behalf of the Employer. The Retirement Board of Authority will in that capacity continue to perform the following functions:
 - i. direct the Trustee,
 - ii. complete a risk tolerance questionnaire conducted by the Registered Investment Advisor, and
 - iii. select a portfolio of investments option that meets its long-term objectives.
 - c. Maintain Trust and Related Agreements. Retain in effect a Substantive Plan, Adoption Agreement, Trust and Investment Policy Statement, and such other agreements as may be required for the Trust to validly invest its assets, to meet the requirements of Section 115 of the Internal Revenue Code and any applicable California Code, and to comply

with the requirements of GASB 43 and 45 with respect to those assets of the Trust that are designated for funding Plan obligations.

- d. Health and Welfare Plan Decisions. Make discretionary decisions relating to each Plan including, but not limited to, determining eligibility status of employees and their dependents under each Plan, determining eligibility and amount of benefits payable to Employees under each Plan and interpreting Plan provisions.
 - e. Decisions Related to Trust. Make all decisions relating to the Trust, it being acknowledged by Employer that Keenan shall have no authority or obligation to make any decisions regarding the Trust, contributions to be made to the Trust, obligations owed by Employer under its Plans, investments to be made by the Trust, or any other matters related to the Trust, all of which decisions shall be made by Employer or its agents under separate agreements with those agents.
 - f. Contributions to Trust. All contributions or funding by Employer to comply with OPEB obligations and GASB 43 and 45 requirements shall be made pursuant to the Program into the Trust.
 - g. Payments to Participants. Direct the Trustee to make payments to, or on behalf of, participants and/or their dependents of amounts payable to them under the terms of each Plan.
 - h. Payments to Intermediaries. Direct the Trustee to make payments to intermediaries that provide coverage to participants of the Plan.
5. Compensation of Keenan. For the services provided by Keenan pursuant to this Agreement, Keenan shall receive the compensation described in Keenan's Fee Schedule which is attached to this Agreement as Attachment A. Keenan's fee schedule shall be subject to change from time to time with a 30-day written notice to Employer. If Employer objects to Keenan's change to the Fee Schedule in writing within 30 days, the prior Fee Schedule will remain in effect until such time as Keenan and Employer come to an agreement on a change to the Fee Schedule, or if no agreement can be reached, until the end of that term. Employer acknowledges and agrees and hereby instructs the Trustee to pay to Keenan out of assets held in the Trust the compensation that is due to Keenan under this Agreement. In the event the Trustee fails to or is unable to pay Keenan out of the Trust assets, Client shall promptly pay to Keenan the outstanding compensation that is due.

Employer acknowledges and agrees that Investment Advisor and the Trustee will each provide separate services on behalf of the Trust, and will each be compensated for and be responsible for their services in accordance with the terms of the written agreements of Employer and the Trustee. Employer further acknowledges that the Actuary will provide separate services to Employer and will be compensated for and be responsible for its services in accordance with the terms of the written agreement between Employer and the

Actuary. Keenan shall only be responsible for providing to Client the specific services included in this Agreement and under no circumstances shall Keenan be responsible or liable for the services provided by the other Service Providers or the Actuary.

6. Term and Termination.

- a. The Second Renewal Term shall begin on July 1, 2016 and shall continue for forty-eight (48) months until June 30, 2020. This Agreement may also be terminated (i) upon a breach by one party of a material term or covenant in this Agreement, if the non-breaching party provides written notice of any such breach to the breaching party and its election to terminate this Agreement, and such breach is not cured within 15 days (or such longer reasonable period, not to exceed 60 days, as may be required to effect a cure) after the date of such written notice of breach and termination, or (ii) on the dissolution or insolvency of Keenan or Benefit Trust Company ("BTC"), or (iii) on the filing of a bankruptcy petition by or against Keenan or BTC; or (iv) if either party reasonably interprets the application of any applicable law, rule, regulation or court or administrative decision to prohibit the continuation of the Agreement or cause a penalty to either party if the agreement is continued, or (v) by the Employer, on thirty (30) days written notice, if either of the following conditions occur: (1) a universal healthcare system goes into effect in the State of California or the United States which expressly eliminates the Employer's obligations to pay any party for its contractual OPEB commitments, or (2) the Employer obtains a current actuarial valuation of the Trust confirming that there is no remaining OPEB liability. The waiver by a party of the other party's breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such party, nor does such party waive its rights to seek future remedy for a previous breach.
- b. Notwithstanding the provisions of Section 6(a), either party may terminate this Agreement on the occurrence of the following events, provided that the terminating party gives the other party ninety (90) days advance written notice for such termination:
- i. The termination of the Futuris Trust Administrative Services Agreement; or
 - ii. The receipt of the District of a ruling from the IRS that the Plan and/or the Trust do not meet the requirements of Internal Revenue Code Section 115 and/or that, as such, the earnings of the trust are not exempt from tax, and such adverse ruling is not reversed before the ninety (90) day notice period has elapsed.

7. Representations. Keenan and Employer make the following representations and warranties:

- a. Keenan Representations. Keenan represents and warrants that it has full right, authority, power and capacity to enter into, execute and deliver this Agreement and each agreement, document and instrument to be executed and delivered by Keenan pursuant to this Agreement and to carry out the transactions contemplated hereby and thereby. This Agreement and each agreement, document and instrument executed and delivered

by Keenan pursuant to this Agreement constitutes a valid and binding obligation of Keenan, enforceable in accordance with their respective terms. The execution and delivery by Keenan of this Agreement and the performance of the transactions contemplated hereby have been duly and validly authorized by all necessary action under its organizational documents and under any agreement applicable to Keenan and do not require any notice to, consent from, or filing with, any third party.

- b. Employer Representations. Employer represents and warrants that it has full right, authority, power and capacity to enter into, execute and deliver this Agreement and each agreement, document and instrument to be executed and delivered by Employer pursuant to the Program and to carry out the transactions contemplated hereby and thereby. This Agreement and each agreement, document and instrument executed and delivered by Employer pursuant to the Program constitutes a valid and binding obligation of Employer, enforceable in accordance with their respective terms. The execution and delivery by Employer of this Agreement and the performance of the transactions contemplated hereby have been duly and validly authorized by all necessary action under its organizational documents and under any agreement applicable to Employer and do not require any notice to, consent from, or filing with, any third party.

8. Indemnification.

- a. If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, demands, actions, liabilities or costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach.
- b. Each party shall fully indemnify, defend and hold harmless the other party and their respective agents, representatives and employees from all claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with the indemnifying party's negligence or willful misconduct with respect to their obligations or services to be provided under this Agreement. This section shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

9. Relationship with Other Service Providers.

Employer acknowledges that Keenan has devoted substantial time and effort to the development of the Program, and that Keenan has entered into arrangements with other Service Providers in order to provide an integrated service platform to Employer with service levels and features based upon Keenan's understanding of the needs of public entity employers. Employer therefore agrees that Employer will not, for a period of one year following the expiration of the term of this Agreement or the termination of this Agreement (unless such termination occurs as a result of Keenan's breach of this Agreement), retain the services of a Service Provider (then providing services to Employer pursuant to the Program) in connection with the Trust or the contribution and/or investment of funds designated for payment of Employer obligations under its Plans.

10. General Provisions.

- a. Privacy of Employer Information. Keenan acknowledges that in the course of carrying out its duties under this Agreement, it may receive confidential information relating to Employer. Keenan agrees that neither it nor its agents will use such information beyond the purpose for which it was provided or disclose such confidential information to other parties, other than the other Service Providers, as required for Keenan and the other Service Providers to fulfill their respective responsibilities as stated in this Agreement, the Trust, and the agreements between Employer and the Trustee, except to the extent required by the Internal Revenue Service, by law, or with the consent of the Employer. Additionally, Keenan, its agents or affiliates agree to take appropriate steps to secure such confidential information from misuse or unauthorized disclosure. The obligations of this Section shall survive termination of this Agreement. Keenan further agrees that such confidential information will remain the property of Employer and Keenan will return the confidential information and all copies thereof (other than confidential copies that Keenan may be required to retain to demonstrate its performance under this Agreement) to the Employer upon request or termination of this Agreement.
- b. Consent to Provide Keenan Access to Information. Employer hereby agrees that, for the purpose of allowing Keenan to perform its services under this Agreement, the Employer agrees to release to Keenan all information necessary for the actuarial study and Keenan shall have access to and receive copies of all reports, correspondence and communications sent or furnished by Trustee, Investment Advisor to or from the Employer in connection with the Program. Specifically, Keenan shall have access to Trust information on the website maintained by Trustee for the Trust. In addition, Employer agrees to provide Keenan with the most current actuarial study on file as defined by GASB 43 and 45.
- c. Proprietary and Confidential Information. Employer acknowledges that it may receive certain information with respect to the business practices and records of Keenan which may be confidential in nature (“**Information**”). Employer agrees that such Information is proprietary and confidential and shall not be disclosed or used for any purpose other than as necessary in connection with this Agreement, unless such disclosure is required pursuant to an order of a court of competent jurisdiction, by law, or Keenan agrees in writing to such disclosure. The confidentiality and non-disclosure obligations of this Section shall survive termination of this Agreement. Employer further agrees that Information will remain the property of Keenan and to return the Information and all copies thereof to Keenan upon request or upon termination of this Agreement.
- d. Insurance. Keenan shall procure and maintain to the extent available on reasonable terms the following minimum insurance coverages during the Term and shall provide certificates of insurance to Employer upon Employer’s request:

- i) Workers' Compensation. Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.
 - ii) Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a One Million Dollars (\$1,000,000) limit of liability for each occurrence and a Two Million Dollars (\$2,000,000) aggregate limit of liability.
 - iii) Professional Liability Insurance. Professional Liability Insurance with a One Million Dollars (\$1,000,000) limit of liability for each occurrence and a Two Million Dollars (\$2,000,000) aggregate limit of liability.
 - iv) Fidelity Insurance. Fidelity Insurance with a One Million Dollars (\$1,000,000) limit of liability for each occurrence and a Two Million Dollars (\$2,000,000) aggregate limit of liability.
- e. Invalidity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any of the other provisions of this Agreement, all of which shall remain in full force and effect.
- f. Complete Agreement; Amendments. This Agreement contains the entire understanding between the parties related to the subject matter covered by this Agreement and supersedes all prior and collateral statements, proposals, presentations, communications, reports, agreements or understandings, if any, related to such matters. No modification or amendment to any provision hereof shall be binding unless in writing and signed by authorized representatives from both parties.
- g. Waivers. No failure or delay in exercising any right, power or privilege under this Agreement shall be construed as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.
- h. Third-Party Beneficiaries. Notwithstanding any provision herein to the contrary, this Agreement is not intended and shall not be construed as creating or conferring any rights or remedies on any third parties that are not parties to this Agreement. Enforcement of any remedy for breach of this Agreement may only be pursued by the parties to this Agreement.
- i. Notices. Any written notices required by the terms of this Agreement shall be sent by certified mail (or other form of guaranteed delivery) to the address of the Party given below:
- Employer: the address set forth on the signature page
Keenan: Keenan & Associates
 Attn: General Counsel
 2355 Crenshaw Blvd.

Suite 200
Torrance, CA 90501-3325

- j. Force Majeure. Neither party shall be held responsible for the delay or failure to perform services or obligations under this Agreement when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or any public enemy, unusually severe weather, failure or malfunction of any electronic, electric or mechanical equipment, legislative or regulatory acts of any public authority, delays or defaults caused by any public carriers, or other circumstances which cannot reasonably be forecast or provided against.
- k. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
- l. Assignment; Successors. This Agreement may not be assigned by either party without the prior written consent of the other party. The terms and conditions of this Agreement apply to the parties, their heirs, executors, administrators, successors, and permitted assigns.
- m. Dispute Resolution. Any and all disputes that may arise out of or relate to this Agreement shall first be resolved by good faith negotiations between the parties with the assistance of non-binding mediation. In the event either party determines that they are not able to resolve the dispute through negotiation and mediation, then the dispute shall be settled by arbitration to be held in Los Angeles County, California in accordance with the then current rules as adopted by the American Arbitration Association, and by the California arbitration statutes, California Code of Civil Procedure §§ 1280, *et seq.* The dispute will be decided by a single arbitrator. The arbitrator may grant injunctions or other relief in such dispute or controversy. The arbitration shall allow for reasonable discovery as agreed to by the parties or as directed by the arbitrator. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as determined by the arbitrator. The prevailing party in the arbitration proceeding shall be entitled to recover reasonable costs, including attorney's fees, as determined by the arbitrator. Judgment upon an award of the arbitrators may be entered and enforced in any court having jurisdiction. The Arbitrator shall apply California law. Any party may bring an action in any court of competent jurisdiction, if necessary: (i) to compel arbitration under this arbitration provision, or (ii) to obtain preliminary or other equitable relief in support of claims to be prosecuted in arbitration, or (iii) to enter a judgment of any award rendered pursuant to such arbitration.
- n. Scope of Services Rendered; Other Plans. The parties specifically agree and recognize that Keenan is a service provider to Employer and is not providing tax, accounting or legal advice to Employer. The parties understand that Employer is responsible, together

with its legal counsel, for the continued qualification of the Trust in accordance with Section 115 of the Code and for operation of the Trust as required by provisions of the State Government Code and all other applicable law. Keenan shall have no responsibility whatsoever with regard to any other qualified or non-qualified employee benefit plans maintained by Employer other than as provided in this Agreement or as in any other written agreement entered into between Keenan and the Employer. Keenan shall further have no responsibility or liability for any services provided by the Actuary, Trustee, Registered Investment Advisor or any other service provider to the Trust or Employer in connection with the Program, and shall be responsible solely for the services described herein which Keenan has agreed to provide to Employer.

- o. Legal Fees. In the event of any dispute relating to this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs, including but not limited to, those incurred in resolving the dispute.
- p. Construction. Any rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendments or exhibits hereto.
- q. Interest on Overdue Payments. All payments and invoices are due and payable upon presentation by Keenan. In the event Employer fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1-1/2 percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- r. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts and by facsimile signatures, which will be effective as if original signatures.

[Signature Page Follows This Page]

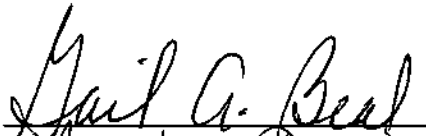
IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party.

**CONTRA COSTA
COMMUNITY COLLEGE DISTRICT**

KEENAN & ASSOCIATES

By: 

Title: Executive Vice Chancellor

By: 

Title: Dr. Vice President

Address for Notice: _____

