

**AGREEMENT FOR LEGAL SERVICES
DEFERRED COMPENSATION COUNCIL
FOR STATE OF DELAWARE 401(a) MATCH PLAN, 457(b) PLAN AND 403(b) Plan**

THIS AGREEMENT is effective as of April 10, 2013 ("Agreement"), by and between Ice Miller LLP ("Ice Miller"), with its main office located at One American Square, Suite 2900, Indianapolis, IN 46282-0200 and the Deferred Compensation Council (the "DCC"), on behalf of the State's 401(a) Match Plan, the 457(b) Plan and the 403(b) Plan (collectively the "Plans"), administered by the Delaware State Treasury ("Treasury") with offices at 820 Silver Lake Boulevard, Suite 100, Dover, DE 19904, with the approval of the Governor and Attorney General.

WITNESSETH:

WHEREAS, the DCC had entered into one year agreement ("Original Agreement") with Ice Miller (collectively the "Parties"), whereby Ice Miller would act as Special Tax Counsel for the 401(a) Match Plan effective April 23, 2012, and

WHEREAS, on March 22, 2013, a Request for Proposal ("RFP") was issued by the DCC to engage a law firm to act as Special Tax Counsel ("Tax Counsel") to represent the Plans administered by the DCC, and,

WHEREAS, it is the stated intent of the DCC to engage a law firm to represent the Plans in Tax and related matters; and,

WHEREAS, the DCC received and evaluated proposals from nine (9) firms interested in acting as Tax Counsel for the Plans and interviewed nine (9) firms; and,

WHEREAS, the DCC wishes to enter into this Agreement with Ice Miller because the proposal submitted by Ice Miller was technically superior, and meets the needs of the DCC. See Ice Miller's Proposal dated April 2, 2013, attached hereto as Exhibit A.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ice Miller and the DCC (collectively the "Parties") hereto agree as follows:

1. Pursuant to 29 Del. C. §2507, Ice Miller is hereby appointed and employed as a Special Tax Counsel for the Plans.
2. Ice Miller agrees to serve as Tax Counsel for the DCC and perform such legal duties as assigned by the DCC and Treasury for a period of five years from the date of the Agreement and continue for five (5) years from that date unless earlier terminated. Extensions of this Agreement for two (2) additional one (1) year periods may be made by mutual written agreement of the Parties. Notwithstanding the preceding, the Parties acknowledge that this Agreement is subject to termination at will by the DCC, with or without cause.

3. Ice Miller agrees that it will assign members of its firm listed below to perform the legal services under this Agreement. Ice Miller has discounted its 2013 normal billing rates for its attorneys by 15%:

	Standard Rate	Discounted Rate
Mary Beth Braitman (Partner)	\$575.00	\$488.75
Terry Mumford (Partner)	\$575.00	\$488.75
Lisa Erb Harrison (Of Counsel)	\$405.00	\$344.25
Michael Buker (Partner)	\$420.00	\$357.00
Sarah Funke (Partner)	\$360.00	\$306.00
Robert Gauss (Partner)	\$450.00	\$382.50
Tara Schulstad Sciscoc (Partner)	\$450.00	\$382.50
Tiffany A, Shapley (Partner)	\$450.00	\$382.50
Malinka Caldwell (Associate)	\$230.00	\$195.50
Taretta Shine (Paralegal)	\$290.00	\$246.50
Greg Wolf (Paralegal)	\$270.00	\$229.50

Add as many attorney or paralegal names as appropriate

Ice Miller agrees that the rate for any other attorneys who work on this engagement shall be at comparable rates to those above, taking into account each attorney's experience. The above fees are subject to adjustment on an annual basis after notice and agreement of the Parties.

*Notwithstanding the above stated rates, it is agreed that the maximum hourly rate which can be charged to the State is \$500 per hour. Additionally, upon the mutual agreement of the parties from time to time there may be a need to add staff attorney's whose rates shall be discounted by at least 15% and whose hourly rates shall be agreed upon prior to beginning any work on the Action.

4. Ice Miller shall bill the DCC no more frequently than monthly for hours spent on legal services rendered on behalf of and at the request of the DCC at the rates agreed to in paragraph 3 of this Agreement. Each invoice shall be in a form as customary in the community for Delaware legal billing for services rendered; however, the Treasury shall have the right to request reasonable alterations in the format of the billing, as it deems appropriate. Ice Miller agrees to comply with the *Delaware Department of Justice Outside Counsel Billing Policy*, attached hereto as Exhibit B. Copies of the bill should be sent to the Treasurer, the State Solicitor and Governor's Counsel. Bills shall be paid as provided by State law. In the event the Treasury, the State, the Delaware Department of Justice ("DOJ") or the Governor's Counsel questions the substance of any bill or any item of work performed, Ice Miller shall provide such additional information as may reasonably be requested, and Ice Miller shall not charge any additional amount for any discussion, extra documentation or additional information required to settle any dispute regarding any issue related thereto.

5. Ice Miller agrees that it shall perform legal services as directed by the DOJ and that the Treasury and the DOJ shall have the right to receive copies of all documents, submissions, filings, and/or pleadings, in order to monitor, direct, and/or participate in the performance of legal services by Ice Miller under this Agreement
6. Ice Miller agrees that all documents generated by it under this Agreement, including research and all legal work product belong to the DCC, the Treasury, the DOJ and the State and upon request will be provided. The DCC, the Treasury, the DOJ and the State shall have the right to use any such work product or documents as they deem is in the interest of the State, without additional compensation to Ice Miller apart from the compensation earned under this Agreement.
7. Ice Miller provided the State a Certificate of Insurance from ALAS dated December 17, 2012, indicating the amount and nature of Ice Miller's professional liability insurance coverage under policy no. ALA #1735. *See* Insurance Certificate, attached hereto as Exhibit C.
8. Ice Miller performed an initial screening for potential conflicts of interest, in accordance with Ice Miller's long-standing procedures and has disclosed, reviewed and discussed all conflicts and potential conflicts with the State. Prior to the execution of this Agreement, Ice Miller will perform a complete screen for conflicts of interest and inform the DCC, the DOJ, the Treasury and the State if any conflict is identified. Further, during the term of this Agreement, Ice Miller shall perform quarterly conflict checks and inform the Attorney General and Governor's Office of any actual or potential conflict that arises and that must be disclosed as required by the Delaware Lawyers' Rules of Professional Conduct. Such notice shall state in writing the names of the parties represented, the nature of the case and the actual or potential conflict. Until such time as it has notified the DCC in writing as required by this paragraph and received a written waiver of an actual or potential conflict of interest signed by the State Solicitor and counsel to the Governor, Ice Miller shall neither commence work on any new conflicting matter nor continue work on any conflicting matter. Ice Miller understands and acknowledges that should the DCC choose not to waive the conflict, the State is free to obtain such legal services as necessary from other counsel as it deems appropriate.
9. Ice Miller understands and acknowledges that the DCC and the Treasury will work with Ice Miller to perform the legal work covered by this Agreement through the DOJ. Nothing in this Agreement restricts the DOJ's ability to do so or guarantees Ice Miller the right to perform any legal services, except those that the DCC and or the Treasury specifically request Ice Miller to perform.

10. Ice Miller shall take no position on any legal matter in its representation of this matter, without consultation with and approval by the DCC, the Treasury and the DOJ. No position shall be deemed to be the position of the DCC, the Treasury and/or the State if disapproved by the DOJ. Ice Miller shall take no legal position in any court, or any federal agency or any other entity without approval of the DOJ. No opinion rendered by Ice Miller may be represented as an opinion of the Attorney General.
11. Prior to incurring any costs to be charged to the DCC or the Treasury, Ice Miller shall consult with the DCC, the Treasury and the DOJ and obtain their approval.
12. The validity of this Agreement and the rights and obligations of the Parties hereunder shall be determined in accordance with the laws of the State of Delaware and no other, except to the extent that federal law is applicable. Any litigation which may be instituted between the State and Ice Miller regarding this Agreement shall be filed and litigated in the State of Delaware.
13. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

(Remainder of Page Left Blank)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement as of the date first above written.

ICE MILLER LLP
Indianapolis, Indiana

Original on File

B

Mary Beth Braitman, Partner

DELAWARE DEFERRED
COMPENSATION COUNCIL

Original on File

By:

Thomas L. Cook, Co-Chair DCC

Original on File

By:

Chipman Flowers, Jr., Co-Chair DCC

APPROVED:

Original on File

By:

Jack A. Markell
Governor
State of Delaware

Original on File

By:

Joseph R. Biden, III
Attorney General
State of Delaware