

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES (the "Agreement") is effective as of the 23rd day of April, 2013, 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 Board of Trustees of the Delaware Public Employees' Retirement System ("DPERS"), on behalf of the Office of Pensions, an Agency of the State of Delaware (Collectively the "State"), with offices at 860 Silver Lake Boulevard Suite 1, Dover DE 19904 with the approval of the Governor and Attorney General.

WITNESSETH:

WHEREAS, on December 10, 2012, a Request for Proposal ("RFP") was issued by DPERS to engage a law firm to act as Special Tax Counsel ("Tax Counsel") to represent DPERS, and,

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

WHEREAS, DPERS received and evaluated proposals from 8 firms interested in acting as Tax Counsel for the DPERS and interviewed 5 firms; and,

WHEREAS, DPERS 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 DPERS. *See* Ice Miller's Proposal dated December 27, 2012, 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 DPERS (collectively the "Parties") hereto agree as follows:

1. Pursuant to 29 *Del. C.* §2507, Ice Miller is hereby appointed and employed as Tax Counsel for DPERS.

2. Ice Miller agrees to serve as Tax Counsel for DPERS and perform such legal duties as assigned by DPERS 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 DPERS, the State, or the Delaware Department of Justice ("DOJ"), 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 normal billing rates for its attorneys by at least 15%*:

	Current Billing Rate	Proposed Rate
Mary Beth Braitman, Partner	\$575.00	\$488.75
Michael Buker, Partner	\$420.00	\$357.00
Sarah Funke, Partner	\$360.00	\$306.00
Robert L. Gauss, Partner	\$450.00	\$382.50
Lisa Erb Harrison, of counsel	\$405.00	\$344.25
Terry A.M. Mumford, Partner	\$575.00	\$488.75
Tiffany A. Sharpley, Partner	\$450.00	\$382.50

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.

*Additionally, upon the mutual agreement of the parties from time to time there may be a need to add staff attorneys whose rates shall be discounted by at least 15% and whose hourly rates shall be agreed upon prior to beginning any work on the Litigation.

4. Ice Miller shall bill DPERS no more frequently than monthly for hours spent on legal services rendered on behalf of and at the request of DPERS at the rates agreed to in paragraph 3 of this Agreement. Each invoice shall be in a format customary in the community for Delaware legal billing for services rendered; however, the State 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 Deputy Attorney General representing the State, the Deputy State Solicitor, and the Governor's Counsel. Bills shall be paid as provided by State law. In the event DPERS 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 DPERS, the State and the Delaware Department of Justice ("DOJ") and that DPERS, the State 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, belong to DPERS, the State and the DOJ and upon request will be provided. DPERS, 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 DPERS a Certificate of Insurance from Attorney's Liability Assurance Society dated December 17, 2012 for the following policy effective January 1, 2013 to January 1, 2014, indicating the amount and nature of Ice Miller's professional and liability insurance coverage. *See* Insurance Certificate, attached hereto as Exhibit C.

8. Ice Miller performed a screening for potential conflicts of interest on December 12, 2012, and has disclosed its report to DPERS, the State and DOJ.

Likewise, during the term of this Agreement, Ice Miller shall inform the State of any actual or prospective representation that requires disclosure to the State under the Delaware Lawyers' Rules of Professional Conduct (the "Rules"). In addition, no less than quarterly Ice Miller shall conduct a conflicts check report (a "Report") and inform the DOJ and the Counsel to the Governor if a new conflict is discovered. In the event that a conflict arises with respect to DPERS and/or the State, Ice Miller shall submit any waiver request to the Director of Outside Counsel at the DOJ. Ice Miller shall not commence work on any matter that presents such a conflict until such time as it has notified the State in writing as required by this paragraph and received a written waiver of the conflict from the State Solicitor and Counsel to the Governor. Ice Miller understands and acknowledges that should the State choose not to waive any conflict, the State is free to obtain such legal services as necessary from other counsel as it deems appropriate.

In addition, the State understands that Ice Miller may from time to time represent clients in bankruptcy matters, including the representation of debtors and financially troubled companies. As a result, current and prospective bankruptcy and restructuring clients or other parties to bankruptcy proceedings may owe debts to the State or any of its agencies or may otherwise hold and assert interests adverse to the State or any of its agencies. In connection with such bankruptcy and restructuring matters, the State, DPERS and the DOJ agree that Ice Miller may continue to represent or may undertake in the future to represent existing or new clients in any workout and bankruptcy related matter that is not substantially related to its work as Tax Counsel, even if the interests of such clients in those other matters are adverse to the State or any of its agencies in the bankruptcy matter.

9. Ice Miller understands and acknowledges that DPERS will work with Ice Miller to perform the legal work covered by this Agreement. Nothing in this Agreement guarantees Ice Miller the right to perform any legal services, except those that DPERS specifically requests Ice Miller to perform.

10. Ice Miller shall take no position on any legal matter in connection with its representation of DPERS under this Agreement, without consultation with and approval by DPERS. No position shall be deemed to be the position of DPERS and/or the State if disapproved by the DPERS. Ice Miller shall take no legal position in any court, or any federal agency or any other entity without approval of DPERS. 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 DPERS, Ice Miller shall consult with DPERS and obtain its 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 the 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.

[SIGNATURE PAGE FOLLOWS]

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

By: Terry A.M. Mumford, Partner

BOARD OF PENSION TRUSTEES
(on behalf of the Delaware State Employees'
Retirement System, and the Office of Pensions
for the State of Delaware)

By: Suzanne B. Grant, Chairman

**OFFICE OF MANAGEMENT
AND BUDGET**
Dover, Delaware

By: Ann S. Visalli, Director

APPROVED:

By: Jack A. Markell
Governor
State of Delaware

By: Joseph R. Biden, III
Attorney General
State of Delaware

Existing Matter Conflict Check Request Form

Client Name	Delaware Public Employees' Retirement System	Date	12/12/2012
Client Matter	RFP / Business Development	Purpose of Form	Business Development
Client Matter #	26027.7500	Req. Timekeeper #	09037
Req. Timekeeper Name	Mary Beth Braitman	Preparer's Phone #	221-2872
Prepared By	Madge Clark		
Conflict Specialist	JSM	Batch #	78276

Related Parties					
First Name	Last Name/Company Name	RP Type	Role Status	Relationship Code	Run?
	State of Delaware	Other Governmental	Client Friendly	Government or Public Entity	
	State of Delaware Office of Pensions	Other Governmental	Client Friendly	Government or Public Entity	
	Delaware Attorney General Office	Other Governmental	Client Friendly	Government or Public Entity	
	Delaware Governor Office	Other Governmental	Client Friendly	Government or Public Entity	
Joseph R. "Beau"	Biden, III	Employee	Client Friendly	Employee	
Jack A.	Markell	Employee	Client Friendly	Employee	
Suzanne B.	Grant	Individual	Client Friendly	Individual	
Arturo	Agra	Individual	Client Friendly	Individual	
Thomas S	Shaw	Individual	Client Friendly	Individual	
Nancy M.	Shevock	Individual	Client Friendly	Individual	
Helen R.	Foster, J.D.	Consultant	Client Friendly	Consultant	
David C.	Craik	Employee	Client Friendly	Employee	
Kim	Vincent	Employee	Client Friendly	Employee	
Cindy	Collins	Employee	Client Friendly	Employee	



December 17, 2012

Ice Miller LLP
One American Square
Suite 2900
Indianapolis, IN 46282-0200

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Ice Miller has Professional Liability Coverage under Policy ALA#1735 with an annual limit of \$35,000,000 per claim and \$70,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$1,000,000 each claim up to an aggregate of \$2,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2013 to January 1, 2014.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY, INC.,
A RISK RETENTION GROUP**

By: _____

Date: _____

12/17/12

Joseph R. Suster
Assistant Director of Underwriting