

Board Fiduciary Counsel: Proposed Services to be Performed

A. Contractor agrees to provide the following legal services:

1. Non-litigation Counseling Services: Contractor agrees to provide legal services to the Board, its committees, and/or CalPERS staff, as requested by the Board's General Counsel or his or her designee, in connection with the Board's fiduciary duties, liabilities, responsibilities, and related matters. Such services may include, but are not limited to, the following:
 - a. Preparation/presentation of legal opinions and informal legal advice;
 - b. Oral and written presentations to the Board, its committees, and/or CalPERS' staff;
 - c. Review and analysis of federal and state law, legislation, and initiatives;
 - d. Monitoring, advising, and reporting on state and federal judicial proceedings;
 - e. Submission of periodic reports describing the status of all matters assigned hereunder and pending before the Contractor;
 - f. Preparation and/or review of Board and Committee Agenda materials and attendance at Board and Committee Meetings as requested; and
 - g. Other services as requested.
2. Litigation and Litigation Counseling Services: Contractor may also be engaged by the Board's General Counsel or his or her designee to provide:
 - a. Pre-litigation counseling to the Board, its committees and/or CalPERS' staff;
 - b. Representation of the Board and/or CalPERS' staff in state and federal proceedings, including fiduciary and non-fiduciary-related litigation; and
 - c. Other litigation services, including but not limited to, representation of CalPERS in administrative litigation matters.
3. Other Legal Services: Contractor may also be engaged by the Board's General Counsel or his or her designee to:
 - a. Prepare and provide onsite education for the Board and CalPERS' legal staff on specific legal topics, as determined by the Board's General Counsel, to include up to 3 hours per year at no charge to CalPERS;
 - b. Prepare and provide any amount of additional training as requested at a mutually agreed-to discounted hourly rate to be determined; and
 - c. Ensuring the transfer of information from Key Persons (as defined in Section 2.2 below) to CalPERS' personnel to avoid duplication of services and loss of efficiency.