

## INTERAGENCY AGREEMENT

This agreement is entered into between the Public Employee Retirement Administration, hereinafter the "Board," and the Agency Legal Services Bureau, Legal Services Division of the Montana Department of Justice, hereinafter "Counsel." This agreement is effective on the date executed by the Board.

A. The purpose of this agreement is to ensure that the Board has legal advice and representation in various forums as required by the Board.

B. The duties of Counsel are to provide, as appropriate, legal advice, representation and/or hearing examiners on those matters assigned to it by the Board.

C. In consideration of the services performed by Counsel under this agreement, the Board shall pay Counsel at the rate of Ninety-five Dollars, fifty cents (\$95.50) per hour for attorney time and Fifty-five Dollars, fifty cents (\$55.50) per hour for paralegal, investigator, legal assistant and legal intern time. Fees for fractions of hours worked shall be paid on a proportionate basis to the nearest one-tenth hour. Payments by the Board shall be made monthly upon receipt of an itemized statement prepared by Counsel describing the services performed in the preceding month. The statement shall account for attorney and

paralegal/investigator, legal assistant and legal intern time in hour and one-tenth-hour increments.

D. Counsel and others described herein who provide services shall be reimbursed by the Board for actual expenses reasonably incurred, including but not limited to the cost of telephone calls, document copying, and travel expenses allowed by state law. Expenses shall be itemized in the statement described in paragraph C.

E. This agreement shall terminate on June 30, 2015, or upon the termination in writing served upon either party by the other.

F. The Board shall own all work papers and end products produced under this agreement and Counsel shall have no authority to release information concerning work done pursuant to this agreement without the prior consent of the Board.

G. Counsel shall maintain reasonable records of its performance and expenses under this agreement and shall allow access to these records by the Board and other agencies of the State as required by law.

H. In the event of litigation concerning this agreement, venue shall be the First Judicial District, Lewis and Clark County, Montana, and the agreement shall be interpreted according to the laws of Montana.

I. This document contains the entire agreement between the parties and any statements, promises, or inducements made by either party, or agents of either party, which are not contained in this agreement shall not be valid or binding. The agreement shall not be enlarged, modified, or altered except upon written agreement signed by both parties to the agreement.

AGENCY LEGAL SERVICES BUREAU  
Legal Services Division  
Department of Justice  
1712 Ninth Avenue  
P.O. Box 201440  
Helena, MT 59620-1440

By: *James M. Scheier* *May 19, 2014*  
JAMES M. SCHEIER DATE  
Bureau Chief

PUBLIC EMPLOYEES' RETIREMENT BOARD  
100 North Park, Ste 200  
P.O. Box 200131  
Helena, MT 59620-0131

By: *Dore Schwinden* *May 30, 2014*  
DORE SCHWINDEN DATE

OPTIONAL - APPROVED FOR LEGAL CONTENT:

By: *Melanie A. Symons* *May 30, 2014*  
ATTORNEY DATE