

Los Angeles County Employees Retirement Association Request for Proposals for Fiduciary Counsel Legal Services

I. INTRODUCTION

The Los Angeles County Employees Retirement Association (LACERA) invites proposals from experienced attorneys and law firms in response to this Request for Proposals (RFP) to provide fiduciary counsel legal services to support LACERA's governing Board of Retirement and Board of Investments, staff, and the organization as a whole.

LACERA is a defined benefit public pension fund established to administer retirement benefits to employees of the County of Los Angeles and other participating agencies pursuant to the County Employees Retirement Law of 1937 (CERL) (California Government Code Section 31450, et seq.), the California Public Employees' Pension Act of 2013 (PEPRA) (California Government Code Section 7522, et seq.), and other applicable law. LACERA operates as an independent governmental entity separate and distinct from Los Angeles County. LACERA has approximately 500 employees to administer benefits for active, deferred, and retired members; oversee the County's retiree health benefits program; and manage the fund's investments. LACERA manages over \$85 billion in fund assets to support the pensions of almost 200,000 active, retired, and deferred members. The fund also invests over \$5 billion in assets to support the retiree healthcare program.

LACERA's staff includes a Legal Division consisting of thirteen (13) lawyers, five (5) legal analysts, and other professional support staff, with expertise in governance, compliance, benefits, disability, investments, commercial contracts, litigation, employment, and legislative matters.

LACERA'S MISSION, VISION, AND VALUES

Mission: To Produce, Protect, and Provide the Promised Benefits to Our Members

Vision: Empowering our members to enjoy a healthy and secure retirement

Values: Integrity, Inclusivity, Innovation, Accountability, Collaboration, and Transparency

LACERA GOVERNING BOARDS

Board of Retirement (BOR) – This nine-member Board, with two alternates, is responsible for the overall management of the retirement system. Under the policy guidance of the BOR, LACERA strives to create innovative ways to streamline and expedite retirement processes, integrate new technologies, and introduce new member services options and upgrades.

Board of Investments (BOI) – This nine-member Board is responsible for establishing LACERA's investment policy and objectives, as well as exercising authority over the investment management of the fund's diversified portfolio and actuarial matters. The two Boards share joint responsibility for LACERA's budget, personnel classifications and compensation, and the CEO's performance evaluation.

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II. SCOPE OF SERVICES AND REQUIRED CORE SKILLS

LACERA seeks to hire outside counsel to provide independent legal advice and services related to the full range of issues of fiduciary duties concerning LACERA's operations and governance, including duties arising in connection with the interpretation and application of relevant provisions of the California Constitution, CERL, PEPRA, the Brown Act, the Public Records Act, Political Reform Act, and other applicable law. Working as appropriate in coordination with the Boards, Board Chairs, and LACERA's Legal, Internal Audit, and Ethics and Compliance Divisions and other staff, the responsibilities of fiduciary counsel will include the following:

- A. Provide oral and written legal advice to the Board of Retirement, Board of Investments, and/or staff regarding fiduciary duties.
- B. Analyze and evaluate fiduciary matters facing the organization and its Boards.
- C. Keep the Boards and staff up to date on the laws, legal developments regarding fiduciary duties and emerging pension risks and trends and provide training, including a minimum of 4 training presentations per calendar year for the Boards.
- D. Assist in other fiduciary matters, including litigation, as requested.

The duties and responsibilities of fiduciary counsel are further explained in the Boards' Fiduciary Counsel Policy, which is attached as Attachment 1 to this RFP.

Core skills include comprehensive knowledge and understanding of relevant fiduciary law, excellent oral and written communication skills, sound judgment, the ability to work well with and maintain the confidence of the Board of Retirement, the Board of Investments, and staff, and the ability to deliver services in a timely and cost-effective manner.

The lead attorney must have at least ten (10) years of experience providing fiduciary advice to public or private organizations in California. Experience in advising other CERL systems and/or other public pension systems is strongly desirable.

The term of service will be five (5) years with an optional two-year extension.

III. RFP PROCESS

This RFP and other relevant information related to the RFP, including addenda, modifications, answers to questions, and other updates, will be posted on the "Business Opportunities" page of LACERA.gov. Additional background information about LACERA may also be found on LACERA.gov.

A. Calendar

Issuance of RFP

October 30, 2025

**Written Questions and
Requests for Clarification Due**

November 14, 2025

Responses to Questions Posted	November 18, 2025
Proposals Due	December 19, 2025
Finalist Interviews	January 2026
Estimated Final Selection and Approval by the Boards	February 2026

B. Communication and Questions

Respondents are encouraged to communicate any questions regarding this RFP by the deadline stated above in the RFP Calendar. Questions should be submitted in writing to the Contact Person identified in Section IV.G. Questions and answers will be posted at LACERA.gov by the date stated in the RFP Calendar.

C. Errors in the RFP

If a respondent discovers an ambiguity, conflict, discrepancy, omission or other error in this RFP, notice should be immediately provided to the Contact Person identified in Section IV.G. LACERA is not responsible for, and has no liability for or obligation to correct, any errors or omissions in this RFP.

D. Addenda

Modifications or clarifications of the RFP, if deemed necessary, will be made by addenda to the RFP and posted on LACERA.gov.

E. Delivery of Submissions

Submissions must be delivered in PDF format via email and three hard copies by mail or other delivery service to the Contact Person by the due date stated above in the RFP Calendar.

See “Notice Regarding the California Public Records Act and Brown Act” in this RFP for information regarding redactions and disclosure.

F. Proposal Format and Content

All responses to this RFP should follow the format described in this Section III.F. For each part of the response, restate the RFP item immediately above the response. When requested, please provide details and state all qualifications or exceptions. All information provided should be concise and clearly relevant to qualifications to serve as LACERA’s fiduciary counsel.

Cover Letter

The cover letter must provide a statement affirming that the signatory is empowered and authorized to bind the respondent to an engagement agreement with LACERA and represents and warrants that the information stated in the proposal is accurate and may be relied upon by LACERA in considering, and potentially accepting, the proposal.

Executive Summary

In this section, an overview should be provided of the respondent's background, experience, and other qualifications to serve as LACERA's fiduciary counsel.

Experience and Approach

The proposal must provide a detailed statement of the respondent's experience in providing independent fiduciary counsel services to CERL systems and other public pension systems, including experience advising boards on governance issues, the California Constitution, CERL, PEPR, the Brown Act, the Public Records Act, the Political Reform Act, and other legal issues. LACERA's goal in the RFP process is to understand each respondent's experience across the full spectrum of fiduciary issues that may arise in the administration of a California public pension system, including but not limited to:

1. Fiduciary duties under the California Constitution, the County Employees Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013, and other applicable law.
2. Ethical issues, under LACERA's Code of Ethical Conduct, the Political Reform Act, California Government Code Section 1090 and other provisions of the California Government Code, Fair Political Practices Commission (FPPC) Regulations, FPPC and California Attorney General Opinions, and other applicable laws and LACERA policy relating to conflicts of interest and ethics of Board Members, LACERA staff, and/or LACERA vendors.
3. Board governance.
4. LACERA's organizational structure.
5. Disputes by and between Board Trustees.
6. Negotiation and drafting of contracts.
7. Actuarial and financial matters.
8. Employment-related matters.
9. Benefit-related matters, including service retirement, disability retirement, retiree healthcare benefits, and other benefit issues.
10. Investment-related matters.
11. Emerging risks and trends that relate to or may affect the performance of LACERA's fiduciary duty.
12. Investigations.
13. Litigation, as requested.
14. Board and staff training.

LACERA is interested in a respondent's experience and approach in analyzing such issues, interfacing with trustees and staff, and litigating issues if necessary. LACERA is also interested in how the respondent differentiates themselves from other counsel offering similar services.

Assigned Professionals

The proposal must set forth the name the lead attorney(s) and all other attorneys, identifying the jurisdiction where the attorneys are licensed to practice law, and professional staff expected to be assigned to LACERA work, including a detailed profile of each person's background and relevant individual experience and the ability of the professionals collectively to function together as a team and also to work effectively with LACERA's Boards and staff in performing the scope of services. The lead attorney and each attorney provided advice to LACERA must be licensed and in good standing with the California Bar to practice law in the State of California. Diversity is a core LACERA value, and therefore the proposal must specifically address the diversity of the proposed team members in meaningful roles to support the firm's work for LACERA. LACERA expects that this section of the response will only include those persons committed to supporting LACERA and investing in a relationship with LACERA on a regular and long-term basis. The proposal should include a commitment by the lead attorney to be reasonably available to LACERA on an ongoing basis; availability to attend Board and Committee and staff meetings in person on request is a material selection criteria.

With respect to diversity, the response must include a description of diversity policies, practices, and procedures maintained by the firm regarding equal employment opportunity, including the recruitment, development, retention, and promotion of a diverse and inclusive workforce, non-discrimination based on gender, race, ethnicity, sexual orientation, age, veteran's status, and other legally protected categories, prohibition of sexual harassment, and non-retaliation in the workplace. If the respondent has written policies, a copy should be provided with the response to this RFP. The response should identify the oversight, monitoring, and other compliance processes for implementation and enforcement of the firm's diversity policies, practices, and procedures, including the name of the person who is responsible for oversight the firm's method to measure the effectiveness of the policies, and conclusions as to effectiveness. Please describe any judicial, regulatory, or other legal finding, formal action, or claims related to equal employment opportunity, workplace discrimination, or sexual harassment during the past ten (10) years.

References

In this section, the proposal must identify as references at least five (5) public pension systems for which the respondent has served as fiduciary counsel, including, for each system, an individual point of contact, the length of time the respondent served as fiduciary counsel, and a summary of the work performed.

Fees and Costs, Billing Practices, and Payment Terms

The respondent must explain the pricing proposal for the scope of work including pricing of fees and costs, billing practices, and payment terms that would apply assuming a five (5) year initial duration of the engagement as well as an additional two-year optional period during which the engagement may extend. LACERA does not place any limits on the approach to pricing and is open to presentation of more than one pricing alternative for the scope of work, or portions of it. This section of the response should include an explanation as to how the pricing approach(es) will be managed to provide the best value to LACERA. The respondent should represent that the pricing offered to LACERA is, and will remain, equivalent to or better than that provided to other governmental clients or should provide an explanation as to why



this representation cannot be provided. All pricing proposals should be “best and final,” although LACERA reserves the right to negotiate on pricing.

Conflicts of Interest

The proposal must identify all actual or potential conflicts of interest that the respondent may face in the representation of LACERA. Specifically, and without limitation to other actual or potential conflicts, the proposal should identify any representation of the County of Los Angeles, Los Angeles County Office of Education, the South Coast Air Quality Management District, Little Lake Cemetery District, and Local Agency Formation Commission, and, to the respondent’s knowledge, any of LACERA’s members, vendors, other contracting parties, investments, and employees. The proposal should also identify any positional conflicts of which the respondent is aware.

Claims

The proposal must identify all past, pending, or threatened litigation, including but not limited to malpractice claims, and all administrative, state ethics, and disciplinary proceedings and other claims against the firm and any of the attorneys proposed to provide services to LACERA.

Insurance

The proposal must explain the insurance that the respondent will provide with respect to the services to be provided and other acts or omissions of the firm and its attorneys and staff in the representation of LACERA. The limits of liability are material terms of any engagement agreement with the firm and may be subject to negotiation.

Other Information

The proposal may contain any other information that the respondent deems relevant to LACERA’s selection process.

G. Post-Proposal Request for Information

LACERA reserves the right in its discretion to request additional information from any respondent, although such requests may not be made to all respondents.

H. Interviews and Personal Presentations

LACERA intends to require one or more interviews with or personal presentations by finalists to be conducted with staff and/or the Boards.

I. Evaluation Criteria

Respondents will be evaluated in the discretion of LACERA based upon the following factors:

1. Experience providing fiduciary advice to public and private organizations, including representation of CERL systems and other public pensions, and their governing boards and staff.

2. Quality of the team proposed to provide services to LACERA.
3. Information provided by references.
4. Communications skills.
5. Pricing and value.
6. Teamwork, both internally and with LACERA's Boards and staff.
7. Level of investment and commitment to the LACERA relationship.
8. The organization, completeness, and quality of the proposal, including cohesiveness, conciseness, and clarity.

The factors will be considered as a whole, without a specific weighting. The balancing of the factors is in LACERA's sole discretion. Factors other than those listed may be considered by LACERA in making its selection.

J. Engagement Agreement

LACERA will negotiate an engagement agreement with a successful respondent, which must contain such terms as LACERA in its sole discretion may require. The agreement will be submitted to the Boards for approval. LACERA's template agreement is attached as Attachment 2 to this RFP. The attached template is meant to serve as a sample agreement—actual agreement will be different.

IV. GENERAL CONDITIONS

This RFP is not an offer to contract. Acceptance of a proposal neither commits LACERA to award a contract to any respondent even if all requirements stated in this RFP are met, nor does it limit LACERA's right to negotiate the terms of an engagement agreement in LACERA's best interest, including requirement of terms not mentioned in this RFP. LACERA reserves the right to contract with a vendor for reasons other than lowest price.

Failure to comply with the requirements of this RFP may subject the proposal to disqualification. However, failure to meet a qualification or requirement will not necessarily subject a proposal to disqualification.

Publication of this RFP does not limit LACERA's right to negotiate for the services described in this RFP. If deemed by LACERA to be in its best interests, LACERA may negotiate for the services described in this RFP with a party that did not submit a proposal. LACERA reserves the right to choose not to enter into an agreement with any of the respondents to this RFP.

A. Quiet Period

To ensure that prospective service providers responding to this RFP have equal access to information regarding the RFP and communications related to the RFP are consistent and accurate so that the selection process is efficient and fair, a quiet period will be in effect from the date of issuance of this RFP until the search has been completed. During the quiet period,



respondents are not permitted to communicate with any LACERA staff member or Board trustee regarding this RFP except through the point of contact named herein. Respondents violating the quiet period may be disqualified at LACERA's discretion. Violation of the quiet period may result in disqualification. Respondents who are existing LACERA service providers must limit their communications with LACERA staff and Board members to the subject of the existing services provided.

B. Notice Regarding the California Public Records Act and Brown Act

The information submitted in response to this RFP will be subject to public disclosure pursuant to the California Public Records Act (California Government Code Section 6250, et. seq.) and the Brown Act (California Government Code Section 54950, et seq.) (collectively, the Acts). The Acts provide generally that records relating to a public agency's business are open to public inspection and copying and that the subject matter of this RFP is a matter for public open session discussion by the Boards, unless specifically exempted under one of several exemptions set forth in the Acts. If a respondent believes that any portion of its proposal is exempt from public disclosure or discussion under the Acts, the respondent must provide a full explanation and mark such portion "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY," and make it readily separable from the balance of the response. Proposals marked "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY" in their entirety will not be honored, and LACERA will not deny public disclosure of all or any portion of proposals so marked.

By submitting a proposal with material marked "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY," a respondent represents it has a good faith belief that the material is exempt from disclosure under the Acts; however, such designations will not necessarily be conclusive, and a respondent may be required to justify in writing why such material should not be disclosed by LACERA under the Acts.

LACERA will use reasonable means to ensure that material marked "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY" is safeguarded and held in confidence. LACERA will not be liable, however, for disclosure of such material if deemed appropriate in LACERA's sole discretion. LACERA retains the right to disclose all information provided by a respondent.

If LACERA denies public disclosure of any materials designated as "TRADE SECRETS," "CONFIDENTIAL," or "PROPRIETARY", the respondent agrees to reimburse LACERA for, and to indemnify, defend and hold harmless LACERA, its Boards, officers, fiduciaries, employees and agents from and against:

1. Any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation attorneys' fees, expenses and court costs of any nature whatsoever (collectively, Claims) arising from or relating to LACERA's non-disclosure of any such designated portions of a proposal; and
2. Any and all Claims arising from or relating to LACERA's public disclosure of any such designated portions of a proposal if LACERA reasonably determines disclosure is deemed required by law, or if disclosure is ordered by a court of competent jurisdiction.

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If LACERA staff recommends any respondent to the Boards for hiring, such recommendation, the reasons for the recommendation, and the relevant proposal(s) will appear on a publicly posted agenda and in supporting materials for public meetings of the Boards.

C. Reservations by LACERA

In addition to the other provisions of this RFP, LACERA reserves the right to:

1. Cancel this RFP, in whole or in part, at any time.
2. Make such investigation as it deems necessary to determine the respondent's ability to furnish the required services, and the respondent agrees to furnish all such information for this purpose as LACERA may request.
3. Reject the proposal of any respondent who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a timely manner, or for any other reason in LACERA's sole discretion.
4. Waive irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award.
5. Award a contract, if at all, to the firm which will provide the best match to the requirements of the RFP and the service needs of LACERA in LACERA's sole discretion, which may not be the proposal offering the lowest fees.
6. Reject any or all proposals submitted in response to this RFP.
7. Determine the extent, without limitation, to which the services of a successful respondent are or are not actually utilized.

D. Ownership of Proposals

The information that a respondent submits in response to this RFP becomes the exclusive property of LACERA. LACERA will not return any proposal or reimburse proposal preparation expenses.

E. Valid Period of Proposal

The pricing, terms, conditions, and other information stated in each proposal must remain valid for 120 days from the date of delivery of the proposal to LACERA.

F. Cost of Proposal

LACERA shall not be liable for any costs respondents incur in connection with the preparation or submission of a proposal.

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October 30, 2025

G. Contact Person

Francis J. (Frank) Boyd
Senior Staff Counsel
Los Angeles County Employees Retirement Association
300 N. Lake Avenue, Suite 600
Pasadena, CA 91101
(626) 564-2385
FBoyd@lacera.gov

Attachment 1
FIDUCIARY COUNSEL POLICY

FIDUCIARY COUNSEL POLICY

1. PURPOSE

This policy confirms the role of outside fiduciary counsel and parameters for use of fiduciary counsel by LACERA and its Board of Retirement and Board of Investments (each, a Board), Board Committees, individual Board Trustees, and LACERA staff.

2. SCOPE

This policy applies broadly to all matters that may be addressed by the Boards, Board Committees, individual Board Trustees, or LACERA staff with outside fiduciary counsel concerning fiduciary issues. This policy does not limit the ability of one or both of the Boards, in the exercise of their plenary authority to administer the retirement system, to engage separate outside fiduciary counsel to represent their interests as a Board or Boards in the event of a conflict of interest or in connection with special projects relating to fiduciary issues.

3. LEGAL AUTHORITY

Under Article XVI, Section 17 of the California Constitution, the Boards have “sole and exclusive responsibility to administer” LACERA in a manner that will assure prompt delivery of benefits and related services to members and their beneficiaries. Under Government Code Section 31529.6, the Boards “may contract with attorneys in private practice for legal services and advice. The boards shall pay reasonable compensation for the legal services and advice. The compensation shall be considered a cost of administration of the system.” Under this authority, the Boards may engage outside fiduciary counsel to provide assistance in the exercise of fiduciary duties by LACERA and its Boards. The Boards, collectively and as individual Board Trustees, must satisfy their fiduciary duties in all matters they consider, all decisions they make, and all aspects of their conduct on behalf of LACERA.

4. POLICY STATEMENT

4.1 *Retention.* The Boards acting jointly shall retain one or more outside fiduciary counsel to represent the interests of LACERA and provide advice to the Boards and LACERA staff in connection with fiduciary issues under the terms of this policy.

4.2 *Scope of Services.* The services provided by outside fiduciary counsel shall include:

4.2.1 *Meeting Attendance.* An outside fiduciary counsel, selected from the list of Board approved and retained counsel, shall, upon request by a Board Chair, Committee Chair, any other Board Trustee, the

Chief Executive Officer (CEO), Chief Counsel, or their designee, attend any Board of Retirement, Board of Investments, and Committee meeting to provide advice concerning fiduciary issues when such attendance appears relevant and helpful to an issue before a Board or Committee. Fiduciary counsel may also attend any meeting when, in fiduciary counsel's view after consultation with relevant Board Trustees, the CEO, or Chief Counsel, attendance is appropriate. In considering whether fiduciary counsel will attend a meeting, but without limiting attendance when appropriate, consideration shall be given to the cost of attendance as well as cost-effective and efficient alternatives to attendance, such as a telephonic consultation prior to the meeting, appearance by telephone or video at a meeting, or a written opinion.

4.2.2 Advice to the Board Chairs and Other Board Trustees Outside Noticed Meetings. Outside fiduciary counsel shall provide such advice concerning fiduciary issues as may be requested by the Chairs and officers of the Boards or any Committee in the setting of Board and Committee agendas and in fulfilling their duties and responsibilities. Outside fiduciary counsel shall also, without limitation, provide advice in connection with fiduciary issues to any individual Board Trustee who requests it. Board Trustees are encouraged to seek counsel from LACERA's Chief Counsel or from outside fiduciary counsel on any fiduciary issues that may arise; however, without limiting the right of individual Board Trustees to contact outside fiduciary counsel, individual Board Trustees should be mindful of costs and issues of the attorney-client privilege and confidentiality (as outlined in Sections 4.3 and 4.4 of this policy) in determining whether to seek advice from outside fiduciary counsel on a given issue. Board Trustees are encouraged to discuss any questions regarding privilege and confidentiality with outside fiduciary counsel before beginning a substantive discussion or requesting specific advice.

4.2.3 Option for Chairs to Have Standing Monthly Meetings with Fiduciary Counsel. The Chairs may hold standing monthly meetings with outside fiduciary counsel at the request of the Chairs or fiduciary counsel, subject to the Chairs' availability and whether fiduciary counsel is engaged in substantive work for LACERA during a given month, to review pending work and discuss any other fiduciary and governance issues. Fiduciary counsel shall be responsible for initiating the monthly calls. Meetings shall include the

Chief Counsel, executive officers, and/or staff with specialized knowledge as recommended by fiduciary counsel.

4.2.4 Consultation with Staff. LACERA's CEO and Chief Counsel, or their designees, may seek advice on fiduciary issues from outside fiduciary counsel. Chief Counsel, in coordination with the CEO, shall provide the Board Chairs with a privileged monthly written report of staff written and verbal contacts, which shall also be copied to all Board Trustees, which shall include the following information: (a) a summary of fiscal year-to-date billings, broken down by staff contact and projects, attendance at and preparation for Board, Committee, and other meetings and contacts with the Board Chairs or other trustees and direct trustee assignments; (b) fiscal year-to-date billings by each firm; (c) lead fiduciary counsel hourly rates; (d) an itemized schedule of fees and costs for attending and preparing for Board and Committee meetings, with a statement of the reason for fiduciary counsel's attendance; and (e) a daily breakdown of staff and trustee contacts with fiduciary counsel during the previous month, with a summary of the contacts sufficient to convey their subject matter and substance.

4.2.5 Other Projects. Outside fiduciary counsel shall be available to perform any other work concerning fiduciary issues as may be requested from time to time by the Boards, or their designated representatives, and agreed upon by fiduciary counsel.

4.3 *Privilege and the Confidentiality of Communications.* LACERA is the client for which outside fiduciary counsel provides services. The Boards jointly are the highest authorities within LACERA overseeing outside fiduciary counsel. The confidentiality of communications between LACERA, acting by and through the Boards, and outside fiduciary counsel is subject to the attorney-client privilege under applicable California law, including the California Rules of Professional Conduct for attorneys.

The Boards jointly control the attorney-client privilege, which may not be waived except by joint action of both Boards. Communications with and information disclosed to or by fiduciary counsel during proceedings of one Board or Committee are subject to disclosure to all Boards and Committees, subject to the requirements of the Brown Act with respect to disclosures in closed session. Communications between any individual Trustee of the Board or LACERA staff and outside fiduciary counsel are subject to disclosure when they reveal conduct constituting a violation of law or, in the judgment of fiduciary counsel, warrant disclosure to the Board Chair or

Chairs, the CEO, and/or Chief Counsel, as appropriate, because they raise institutional or related concerns. Outside fiduciary counsel does not have an attorney-client relationship with individual Board Trustees or with LACERA staff, except in the context of their attorney-client relationship with LACERA and its Boards.

Communications between Board Trustees and LACERA staff, and outside fiduciary counsel about LACERA business, should be maintained as confidential as to third parties, unless and until the Boards jointly determine otherwise. In order to avoid waiver of the attorney-client privilege, individual Board Trustees and LACERA staff shall not disclose communications with outside fiduciary counsel to persons outside LACERA without the authority of both Boards, or their designated representatives.

- 4.4 Professional Responsibilities.** In representing LACERA, outside fiduciary counsel shall have such duties and responsibilities as are set forth in the California Rules of Professional Conduct ([Rules of Professional Conduct](#)). Lead Counsel shall be licensed to practice law in the State of California. All advice on matters of California law shall be given by Lead Counsel or other attorneys admitted in California. Attorneys not licensed to practice in California may advise on matters of federal law or national trends.
- 4.5 Conflicts of Interest.** Fiduciary Counsel must notify LACERA's Chief Counsel of any actual or potential conflicts of interest in their representation of LACERA on any specific matter or where their expertise is limited such that fiduciary counsel recommends engagement of another counsel. If LACERA's Chief Counsel has a conflict in the exercise of any responsibility under this policy, such responsibility will be referred to LACERA's CEO or designee.
- 4.6 Oversight.** LACERA's relationship with outside fiduciary counsel shall be managed by the Board Chairs, subject to the Scope of Services described above, with the Boards jointly having ultimate oversight. In the event advice is required from outside fiduciary counsel on a matter concerning a Board Chair, the Vice Chair of each respective Board shall manage such work. In the event a matter concerns both a Board Chair and Vice Chair, fiduciary counsel shall be overseen on such matter as determined by a majority vote of a quorum of the Board or Boards, with the Board Chairs and Vice Chairs excluded from the quorum count and vote.
- 4.7 Evaluation.** The Boards shall evaluate outside fiduciary counsel annually. Counsel may provide a self-evaluation in the process.

5. DEFINITION OF “FIDUCIARY ISSUES”

For purposes of this policy, “fiduciary issues” is defined to include all issues as to which the Boards, the Audit, Compliance, Risk, and Ethics (ACRE) Committee, other Board Committees, individual Board Trustees, and LACERA staff may seek advice from independent counsel in the performance of their fiduciary duties, and representation in litigation and otherwise, regarding such topics, including but not limited to:

- 5.1** Fiduciary duties under the California Constitution, the County Employees Retirement Law of 1937, the California Public Employees’ Pension Reform Act of 2013, and other applicable law.
- 5.2** Ethical issues, under LACERA’s Code of Ethical Conduct, the Political Reform Act, California Government Code Section 1090 and other provisions of the California Government Code, Fair Political Practices Commission (FPPC) Regulations, FPPC and California Attorney General Opinions, and other applicable laws and LACERA policy relating to conflicts of interest and ethics of Board Trustees, LACERA staff, and/or LACERA vendors.
- 5.3** Board governance.
- 5.4** LACERA’s organizational structure.
- 5.5** Disputes by and between Board Trustees.
- 5.6** Negotiation and drafting of contracts.
- 5.7** Actuarial and financial matters.
- 5.8** Employment-related matters.
- 5.9** Benefit-related matters, including service retirement, disability retirement, retiree healthcare benefits, and other benefit issues.
- 5.10** Investment-related matters.
- 5.11** Investigations
- 5.12** Litigation by or against LACERA or its representatives.

6. REVIEW

This policy shall be reviewed by the Boards every three years.

History:

Adopted as Revised September 3, 2025 by Board of Retirement and September 10, 2025 by Board of Investments.

Adopted as Revised June 13, 2018 by Board of Retirement and Board of Investments.

Adopted November 2, 2017 by Board of Investments and November 9, 2017 by Board of Retirement.

Attachment 2
TEMPLATE LEGAL SERVICES AGREEMENT

**LEGAL SERVICES AGREEMENT
FOR FIDUCIARY COUNSEL SERVICES**

BETWEEN

**LOS ANGELES COUNTY EMPLOYEES RETIREMENT
ASSOCIATION**

AND

[FIRM NAME]

AS OF [DATE]

**Prepared by:
LACERA Legal Office**

LEGAL SERVICES AGREEMENT FOR FIDUCIARY COUNSEL SERVICES

This Legal Services Agreement for Fiduciary Counsel Services ("Agreement") is executed on the dates stated below and effective as of _____ between the Los Angeles County Employees Retirement Association (hereafter "LACERA") and _____ (hereafter "Firm").

1. SCOPE OF WORK

As its scope of work, the Firm agrees to provide independent legal advice and services related to fiduciary duties concerning LACERA's operations and governance, including interpretation and application of relevant provisions of the California Constitution, CERL, PEPRA, the Brown Act, the Public Records Act, Political Reform Act, and other applicable law. Working as appropriate in coordination with the Board of Retirement, Board of Investments (collectively, the "Boards"), Board Chairs, trustees, and LACERA's Legal, Internal Audit, and Ethics and Compliance Divisions and other staff, the responsibilities of fiduciary counsel will include the following:

- A. Provide oral and written legal advice to the Board of Retirement, Board of Investments, and staff regarding fiduciary duties.
- B. Analyze and evaluate fiduciary matters facing the organization and its Boards.
- C. Keep the Boards and staff up to date on the laws, legal developments regarding fiduciary duties and emerging pension risks and trends and provide training, including a minimum of 4 training presentations per calendar year for the Boards.
- D. Assist in other fiduciary matters, including litigation, as requested.

In performing all services, the Firm is a fiduciary and has a fiduciary duty to LACERA and will conduct itself in accordance with the Boards' Fiduciary Counsel Policy, as in effect from time to time. In performing the services, the Firm will make its attorneys available to attend Board, Committee, and staff meetings in person or virtually and phone calls upon LACERA's request and will complete work upon the schedule directed by LACERA.

In connection with the Firm's scope of work, appropriate representatives of LACERA will be reasonably available to confer with the Firm and will disclose all facts and circumstances of which LACERA is aware that may bear upon the Firm's handling of any matter. LACERA will pay the Firm's reasonable fees and expenses according to the terms of this Agreement and will endeavor to otherwise assist the Firm's efforts on LACERA's behalf pursuant to the Firm's reasonable requests.

For clarification, the scope of work provided hereunder requires the Firm to provide advice on specified topics as are mutually agreed by the parties in writing, and the Firm is not responsible for advising LACERA on all aspects of its business as to

which the Firm's legal advice has not been specifically sought as anticipated herein. This Agreement does not prevent LACERA from seeking legal advice on matters within this scope of work from other counsel.

2. AUTHORIZED ATTORNEYS

- A. Exhibit A, "List of Authorized Attorneys," contains a list of each individual who may perform legal services under this Agreement and their hourly rate. These personnel are referred to in this Agreement as "Authorized Attorneys."
- B. Individuals not listed in Exhibit A shall not perform services, or be compensated, under this Agreement without LACERA's prior written approval. The Firm shall not substitute, replace or reassign an Authorized Attorney without LACERA's prior written approval.

3. CHANGES IN CONTROL, ORGANIZATION, DISCIPLINARY STATUS, OR AUTHORIZED ATTORNEYS

- A. Firm shall promptly, and in any case within five (5) calendar days, notify LACERA in writing:
 - i. if any of the Firm's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement;
 - ii. of any proposed change in the List of Authorized Attorneys (Exhibit A), including departure from the Firm and change in good standing before the California Bar and any pending proceedings for disciplinary action before the Bar; and
 - iii. of any mergers and acquisitions involving the Firm, but not including the hiring by the Firm or departure from the Firm of any individual attorneys other than the Authorized Attorneys.
- B. All notices under this provision shall contain sufficient information to permit LACERA to evaluate the changes. The Firm agrees to immediately provide LACERA with such additional information as LACERA may request with respect to any such change.

4. ASSOCIATED COUNSEL

The Firm may not associate with other law firms or attorneys ("Associated Counsel") to perform the work contemplated by this Agreement without LACERA's prior written approval. The Firm shall require that any Associated Counsel agree to an engagement letter that incorporates all the provisions set forth in this Agreement as applicable in full to the Associated Counsel. The Firm is responsible for monitoring the activities of any Associated Counsel approved under this Agreement, and for reporting such activities to LACERA.

5. FEES, EXPENSES, AND INVOICES

Unless a special fee arrangement has been agreed to in writing for a particular transaction, the Firm will charge for the Authorized Attorneys the rates listed in Exhibit A; rates for other Firm personnel whose time may be billed shall also be included in Exhibit A. These rates will be in effect and will not increase for the entire term of this Agreement. For clarification, the reference in Exhibit A is to “Year 1,” is for services provided in 2026, “Year 2” is for services provided in 2027, and so forth.

Fees and expenses charged to LACERA shall be in accordance with the “Billing and Expense Guidelines” attached as Exhibit B to this Agreement and incorporated herein by reference.

Notwithstanding any other provision in this Agreement, LACERA will pay the Firm as described in this section only with respect to services that have been expressly requested and approved through LACERA’s Chief Counsel, or their duly designated representative.

LACERA reserves the right to audit any billing statement or invoice at any time and may request reasonable adjustments.

6. CONFLICTS OF INTEREST

Before undertaking any work on LACERA’s behalf, the Firm shall conduct a conflict check to ensure that the Firm has no legal conflicts of interest between any former or existing client and LACERA. The Firm agrees to immediately notify LACERA of any actual or potential conflicts of interest discovered with any former or existing client. The Firm will not represent any potential client with an interest that is or may be adverse to LACERA unless LACERA and such potential client consent to the proposed representation in writing. The Firm acknowledges that LACERA does not waive any future conflicts (i.e., potential conflicts that may arise later in connection with the Firm’s possible future representation of existing or new clients).

LACERA will not be obligated to pay for any services performed prior to notification of a conflict if (1) the conflict existed at the commencement of the representation of the matter, (2) the conflict results in the termination of the representation of LACERA for such matter, or (3) LACERA reasonably believes the value of services provided has been impaired and/or offset is necessary to fund the costs of replacement counsel. In addition, in the event the Firm withdraws as counsel due to a conflict, notwithstanding when such conflict arises, the Firm must provide at no cost to LACERA, legal services necessary to effectuate a smooth and effective transition of the matter to another attorney.

The Firm will not accept personal assignments from, accept work for third parties referred from, or make personal referrals for compensation to any LACERA trustee, staff, or vendor. LACERA believes, and the Firm accepts, that such assignments and referrals create the potential for a conflict of interest. For clarification, this provision does not apply to the Firm providing legal services to third parties who receive references from any LACERA trustee, staff or vendor

during a bona fide selection process in which the Firm may participate.

7. INSURANCE

The Firm shall provide and maintain at its own expense during the term of this Agreement the programs of insurance programs specified below. Such insurance will be primary and not contributing with any other insurance of self-insurance programs maintained by LACERA.

- A. Errors and Omissions. Firm shall provide and maintain insurance covering liability arising from any error, omission, negligent or wrongful act of the Firm, its officers, employees, or Agents, with limits of at least \$5,000,000 per claim and an annual aggregate of at least \$5,000,000. The coverage also shall provide an extended one-year reporting period commencing upon termination or cancellation of this Agreement.
- B. Commercial General Liability. The Firm shall provide and maintain a Commercial General Liability insurance policy, which names LACERA as additional insured. Such policy shall cover legal liability for bodily injury and property damage arising out of the Firm's business operations and services that the Firm provides pursuant to this Agreement. Such policy shall include, without limitation, endorsements for Property Damage, Premises-Operations, Products/Completed Operations, Contractual, and Personal/Advertising Injury with a limit of at least \$2,000,000 per occurrence and an annual aggregate of at least \$4,000,000. If such insurance is written on a Claims Made Form, such insurance shall be endorsed providing an extended reporting period of not less than five (5) years following termination or expiration of this Agreement.
- C. Auto Liability. The Firm shall provide and maintain a comprehensive auto liability insurance policy endorsed for all "owned", "non-owned", and "hired" vehicles, or coverage for any "auto", with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident.
- D. Workers' Compensation. The Firm shall bear sole responsibility and liability for furnishing Workers' Compensation benefits to the Firm's employees for injuries arising from or connected with any services provided to LACERA under this Agreement. The Firm shall provide and maintain a program of Workers' Compensation, in an amount and form to meet all applicable statutory requirements. In all cases, worker's compensation insurance also shall include Employer's Liability Insurance with limits of not less than \$1,000,000, each accident, and \$1,000,000, disease, covering all of the Firm's employees.
- E. Cyber Liability Insurance. The Firm shall carry and maintain, at its own expense including any applicable deductibles or retention, Cyber Liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information,

alteration of electronic information, extortion and network security. This coverage shall cover the costs of notifying third parties and LACERA members potentially affected by a data breach.

Upon execution of this Agreement and annually thereafter as well as upon LACERA's request, the Firm shall provide evidence of such insurance in the form of a certificate of insurance, which certificate shall describe the nature, amount and term of the insurance provided, and shall further provide that LACERA shall be given at least thirty (30) days advance written notice of any material modification of such insurance, or any termination of such insurance initiated by the insurer. The Firm shall provide at least thirty (30) days' advance written notice of termination of such insurance initiated by the Firm. Delivery of a notice of termination of insurance shall not relieve the Firm of its obligation to provide and maintain the insurance provided for in this Section 7.

8. TERM AND TERMINATION

This agreement will have a term of five (5) years, and two (2) one-year extensions in LACERA's sole discretion. However, LACERA will have the right to terminate the Firm's representation and this Agreement at any time and for any reason by giving the Firm written notice of termination, which may be effective or at such future date as may be specified in LACERA's sole discretion. Subject to the Firm's responsibilities under applicable ethical rules, the Firm will also have the right to terminate this Agreement by giving LACERA written notice if LACERA fails to cooperate with the Firm or to pay its bills when due, or if the Firm determines that continuing to represent LACERA would be unethical or improper. Except as otherwise specifically provided in this Agreement, all duties and obligations of both LACERA and the Firm shall cease upon termination or expiration of this Agreement except that (1) each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of the termination or expiration and (2) the Firm will return all LACERA records to LACERA or its designee within 30 days of request and shall cooperate promptly fully to affect an orderly transfer of services. The provisions of Section 5 (Fees, Expenses, and Invoices), Section 7 (Insurance), Section 9 (Confidentiality), Section 11 (Attorney's Fees, Costs, and Expenses), Section 15 (Record Retention), and Section 16 (Controlling Law and Jurisdiction) shall survive termination of this Agreement.

9. CONFIDENTIALITY

While performing legal services under this Agreement, the Firm may have access to confidential information concerning LACERA, its Boards, staff, and members. The Firm agrees not to disclose any such information unless LACERA has given its prior written consent or unless required to by subpoena or other legal process. The Firm further agrees to notify LACERA as soon as possible upon receipt of any such subpoena or other legal process. The Firm will refrain from discussing LACERA matters with the media unless specifically authorized in advance. Any inquiries from the media must be referred to LACERA. The Firm will use best

efforts to protect the confidentiality of all information provided to it by LACERA, or its vendors or representatives, in any media or format, including but not limited to hard copy, electronic, or any other media or format. The Firm will upon request cooperate with LACERA in provided confirmation of the security of the Firm's information technology systems.

For clarification, this Agreement does not prevent the Firm, including the Authorized Attorneys, from speaking at conferences, publishing articles, or otherwise commenting publicly on information of public interest that is not confidential.

10. EXPERTS/CONSULTANTS

The Firm shall obtain LACERA written approval before retaining experts or consultants. The Firm will ensure that any expert or consultant retained by the Firm complies with the terms of this Agreement.

11. ATTORNEY'S FEES, COSTS, AND EXPENSES

In any legal proceeding which arises out of or relates to this Agreement (whether in contract, tort, or any other legal theory whatsoever), the party not prevailing shall pay to the prevailing party all reasonable costs and expenses incurred therein by the prevailing party including, without limitation, reasonable attorney's fees, court costs, expert witness fees and costs, travel time and associated costs, copy costs, deposition costs, exhibit costs, costs on appeal, fees and costs associated with execution upon any judgment or order, special transcript costs, the appointment of a Special Master or discovery referee, and any mediator or settlement official. These expenses shall be in addition to any other relief to which the prevailing party may be entitled and shall be included in and as part of the judgment or decision rendered in such proceeding.

12. WAIVER

The waiver by either party of any breach of any term, covenant or condition contained in this Agreement, or any default in the performance of any obligations under this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation. No waiver of any incident of breach or default shall constitute a continuing waiver of the same. Any modification, cancellation, or waiver of any of the provisions of this Agreement must be in writing, signed by the party against whom such modification, cancellation or waiver is sought.

13. LEGAL REQUIREMENTS

The Firm acknowledges that LACERA is subject to the provisions of the conflict and ethics laws of California (including but not limited to Government Code Section 81000 et seq. and all regulations adopted thereunder, including but not limited to California Code of Regulations section 18700 et seq.), and the Firm shall comply promptly with any requirements thereunder, including the filing of an annual Form 700, and will ensure that at all times it, and its attorneys and staff, comply with

applicable law.

The Firm will comply with applicable California law concerning the practice of law in California.

14. NOTICE OF PROCEEDINGS

The Firm will promptly notify LACERA in writing of any investigation, examination, or other proceeding involving the Firm, including but not limited to any person on Exhibit A, commenced by any regulatory or governmental agency. This reporting obligation also applies to any criminal, civil, regulatory or administrative investigation, examination of proceeding relating to the practice of law or their honesty and integrity.

15. RECORD RETENTION

The Firm shall keep accurate books and records in connection with its performance of this Agreement. Such books and records shall be kept in a secure location and shall be available for inspection and copying by LACERA and its representatives at any time. Notwithstanding any other obligations imposed by law, the Firm shall maintain all files in its possession relating to the legal services performed pursuant to this Agreement for ten years after the closure of any matter. The Firm agrees to make all records held by the Firm available immediately upon receipt of written request from LACERA.

16. INDEMNIFICATION

The Firm will defend and indemnify LACERA from all damages, losses, actual attorney's fees and costs (including expert witness fees), and other costs and sums incurred or due on account of any breach of this Agreement by the Firm or the Firm's negligence or misconduct of any kind. This clause includes amounts incurred or suffered by LACERA itself resulting from the above causes and amounts due to third parties by way of damages or other payments.

17. CONTROLLING LAW AND JURISDICTION

This Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any state or federal conflict of laws provisions or principles). Any suit brought hereunder shall be brought in a state or federal court sitting in Los Angeles, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam and subject matter jurisdiction over it and its attorneys and staff and any dispute between the parties, and consents to service of process in any manner authorized by California law.

18. AGREEMENT APPLICABLE UNTIL CHANGED IN WRITING

This Agreement will apply to all matters the Firm agrees to undertake on LACERA'S behalf, unless the parties hereto enter into an express written agreement reflecting an alternate arrangement.

19. NOTICES

All notices permitted or required pursuant to this Agreement shall exclusively by the persons and be sent to the addresses provided below by electronic email with "hard" original to follow by first class mail, postage prepaid, or by a reputable overnight courier. Addresses may be changed by either party from time to time by written notice in compliance with this provision.

LACERA:

FIRM:

Steven P. Rice
Chief Counsel
LACERA
300 N. Lake Avenue, Suite 600
Pasadena, CA 91101
Email: srice@lacera.gov

20. COMMUNICATION

[NAME]_____ is hereby designated by the Firm as the "Lead Attorney." The Lead Attorney may not be changed without the consent of LACERA, which LACERA may not unreasonably withhold. The Lead Attorney shall be the primary contact with LACERA on an ongoing basis and shall maintain regular contact (at twice per month) with LACERA to discuss any issues arising from the relationship. All contacts between the Firm and LACERA shall be through LACERA's Chief Counsel unless otherwise agreed in writing. Where other partners and associates are utilized, the Lead Attorney retains responsibility for the end product, and no duplication of effort or increased costs will be paid by LACERA.

21. SELF-ASSESSMENT

The Firm will provide LACERA with a written self-assessment report on or before November 1 of each year of this Agreement, at no charge to LACERA, summarizing the projects performed by the Firm, results, areas for improvement in the relationship, and other relevant information to allow the Boards and staff to evaluate and assess the Firm's work.

22. TRAINING AND SEMINARS

In the event the Firm conducts seminars, training sessions or similar events which are generally made available to the Firm's clients, LACERA shall be invited to attend upon the same terms and conditions as such other clients.

If required by LACERA, the Firm agrees that the Lead Attorney, or their delegate, if approved by LACERA in advance, shall provide training and educational sessions about legal developments regarding fiduciary duties to LACERA trustees and staff at LACERA's offices (or such other place as mutually agreed upon) at least twice for each of the Board of Retirement and Board of Investments every calendar year at a mutually agreeable time.

23. RFP INCORPORATION

The Firm acknowledges that LACERA selected the Firm based upon its **[DATE]** Response to Request for Proposals for Fiduciary Counsel Services to LACERA's **[DATE]** Request for Proposals for Fiduciary Counsel Legal Services (the "RFP"), its **[DATE]** PowerPoint Presentation of Qualifications for Fiduciary Counsel Services, and its **[DATE]** Presentation of Qualifications for Fiduciary Counsel Services. The Firms' three responses as described in the preceding sentence are collectively referred to as the "Response." The RFP and the Firm's Response are hereby incorporated by reference into and made part of this Agreement. This Agreement, the RFP, and the Response shall be read together and, in the event of a conflict, interpreted in LACERA's favor to provide for the broadest scope of terms, duties, and responsibilities on the part of the Firm as stated among the documents so as to benefit LACERA to the maximum extent.

24. AMENDMENTS

This Agreement may be amended or modified only by a written instrument executed by both parties hereto and making specific reference to this Agreement and the intent of the parties that it be modified or amended by such writing.

25. AUTHORITY TO SIGN AGREEMENT

LACERA and the Firm have duly authorized, executed and delivered this Agreement. The individuals signing this Agreement on behalf of LACERA and the Firm have the authority to bind and act on behalf of the party for which they sign below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the dates below effective as of **[DATE]**.

LACERA:

By: _____

Name: Steven P. Rice

Title: Chief Counsel

Date: _____

FIRM:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

LIST OF AUTHORIZED ATTORNEYS AND RATES

Name and Position	Rates					Optional Extension		States Admitted
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	

EXHIBIT B

BILLING AND EXPENSE GUIDELINES

The purpose of these guidelines is to achieve (1) high quality legal representation that produces maximum value, (2) the most efficient use of resources, and (3) cost-effective results. To achieve these results, LACERA requires that the following practices and procedures be followed in all billing activities.

Invoices

1. A separate invoice shall be provided for each matter assigned and sent to LACERA. Invoices sent to advisors or consultants will not be paid until LACERA receives and approves them.
2. Invoices shall be segregated into (a) legal fees and (b) expenses and disbursements.
3. Invoices shall be submitted monthly for payment in a timely manner, but in no event later than 15 days after the end of the month in which the service was rendered, the expense incurred, or the transaction completed. Submission of invoices by this deadline will facilitate prompt payment and the preparation of monthly reports to LACERA's Boards.
4. Time shall be charged in increments of one-tenth (0.10) of an hour.
5. Descriptions of blocks, batches of activities or tasks under one charge (i.e., block billing) is not allowed. Invoices must set forth in detail the related professional, the distinct tasks and activities performed by each professional, the time expended, and fees charged for that work in separate time entries. Duplicative entries for similar tasks performed by more than one attorney are not allowed unless reasonably necessary for the performance of LACERA's work.
6. The Firm's invoices must include the following information:
 - Invoice date.
 - Invoice number.
 - The Firm's Federal Employee Tax Identification Number (EIN).
 - Firm matter number.
 - The full matter name (Fiduciary Counsel Services).
 - Beginning and ending date of services covered.
 - For each entry, the first and last name and position with the Firm of the timekeeper performing the services, a full description of each separate task within the entry, the amount of time spent for each entry, the hourly rate, and the total fees for that entry.
 - A timekeeper summary reflecting the total time spent by each timekeeper by first and last name, on the matter for the billing period, the hourly rate, and the total amount charged, shall appear at the end of each invoice.

- Itemized expenses.
- Total amount of billing for the matter (1) for the billing period, (2) for the current year to date, and (3) from beginning of the representation to date.
- Any outstanding balances listed on the invoices should include (1) the invoice date, (2) invoice number and (3) invoice amount. Further, outstanding balances should be reflected at the end of the invoice and not included in the amount due for the month.
- Invoices must be submitted by email to the Chief Counsel, srice@lacera.gov.

When the Firm submits a bill to LACERA, it is certifying that:

- The legal services and disbursements reflected on the bill were in fact performed and incurred as described;
- The fees are reasonable for the legal matter involved and necessary for the proper provision of legal services; and
- The Firm has complied with these Billing Guidelines.

Budgets

LACERA may request, and the Firm will provide, written budgets for certain projects. The budget is expected to represent the Firm's best judgment, rendered after careful consideration, of the required tasks and of the costs associated with those tasks. LACERA should be informed as soon as it is anticipated that a matter may go over the agreed-upon budget. Each budget and update will be reviewed for approval by LACERA. If the budget for the matter has been exceeded, invoices cannot be paid unless and until the budget has been adjusted and mutually agreed upon. LACERA considers the development of accurate budgets to be an essential planning tool to effectively manage legal resources. It is equally unacceptable for a budget to be too high as it is for the budget to be too low. Consistent material departures from the budget will negatively impact LACERA's evaluation of the Firm with respect to future assignments.

Retainers

LACERA does not pay an advance retainer or otherwise issue pre-payment deposits.

Expenses

1. In all cases, the Firm's invoice to LACERA for expenses must reflect the Firm's actual cost without any mark-up. Actual cost is defined as the amount paid, net of any discounts, to a third-party provider of goods or services. LACERA does not pay for the Firm's overhead, such as secretarial time, overtime, overtime meals, office operation expenses, fax charges, library or online legal research service charges (except actual database charges for a LACERA search), and similar items.

2. Photocopies by the Firm may be billed at \$0.10 per page and the number of pages should be included in the bill entry, unless an outside vendor is used, in which case billing should be at actual cost charged by the vendor.

Travel

Travel expenses will be paid in accordance with LACERA's Staff Travel Policy in effect at the time of the travel. All travel must be approved by LACERA in writing and in advance.