

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE OHIO EMPLOYEES DEFERRED COMPENSATION PROGRAM
AND
THE OHIO ATTORNEY GENERAL**

This document constitutes an agreed Memorandum of Understanding ("MOU") made by and between the Ohio Employees Deferred Compensation Program ("Client") and the Ohio Attorney General ("Attorney General") in order to facilitate the continued provision of professional legal services by the Executive Agencies Section of the Attorney General's Office for the programs administered by Client, as more fully described herein. This MOU is effective as of July 1, 2024.

I. MOU PERSONNEL

A. The Attorney General shall provide to the Client the professional legal services of an Assistant Attorney General and support staff of the Executive Agencies Section (MOU Personnel). These MOU Personnel shall perform all litigation and all related counsel and support tasks required by the Client and mutually agreed to by the Attorney General.

B. It is anticipated that the MOU Personnel will perform said professional legal services on a part-time basis unless otherwise specified. These legal services do not include the use of e-litigation services such as Everlaw, or the services of the Attorney General's Litigation Support Unit, unless otherwise agreed to by the parties.

C. Quarterly, during each fiscal year while this MOU is in effect, management of the Executive Agencies Section and the Client will meet to discuss MOU Personnel and caseloads to ensure that they are appropriate to the professional legal services required by the Client.

II. PAYMENT FOR SERVICES

A. Payment for services of MOU Personnel shall be in an amount not to exceed \$62,031.00 for fiscal year 2025, unless otherwise mutually agreed upon in writing by Client and the Attorney General.

B. Client will reimburse the Attorney General for expenses for travel, meals, and lodging incurred by MOU Personnel while on assignment for Client in accordance with Ohio Revised Code ("R.C.") 126.31(B) and Ohio Administrative Code 126-1-02. The Client also agrees to pay for any training directly related to issues of importance to the Client attended by the Assistant Attorney General and support staff, provided said training is at the request of the Client. Any out-of-state travel, fees, or training expenses for which the Attorney General seeks reimbursement must be pre-approved by the Client.

C. The Attorney General will invoice Client at the end of each quarter for an equal quarterly share of personnel cost (A) as well as applicable reimbursement (B).

D. Any amount due under this MOU is payable through an Intra-State Transfer Voucher within ten (10) working days of receipt of an official invoice from the Attorney General.

III. CERTIFICATION OF FUNDS

The obligations of the Attorney General and Client, as set forth in this MOU, are subject to the provisions of R.C. 126.07, which provides that this MOU shall not be valid and enforceable unless the Director of Budget and Management first certifies that there is a sufficient balance in the appropriation not already obligated to pay existing obligations.

IV. MISCELLANEOUS

This MOU constitutes the entire understanding between the parties. Neither party may further modify or amend the terms of this MOU except by a written agreement signed by both parties. Neither this MOU, nor any rights, duties, or obligations described herein, shall be assigned by either party hereto without the prior written consent of the other party. This MOU shall be construed under the laws of the State of Ohio.

V. DURATION

This MOU is made effective as of July 1, 2024, and shall continue in effect through June 30, 2025. Either party may terminate this MOU upon sixty (60) days prior written notice to the other party.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

**THE OHIO EMPLOYEES DEFERRED
COMPENSATION PROGRAM**

By: 
Name: Paul D. Miller
Title: Director of Finance
Date: 6/24/2024

OHIO ATTORNEY GENERAL

By: 
Jonathan Blanton
First Assistant Attorney General
Date: 06/24/2024

Approval as to Form:

By: 
Kari B. Hertel
Principal Assistant Attorney General
Finance Section, Business Counsel Unit
Date: 6/21/24

Approved by AGO Finance Section

By: William Collier
Title: Finance Director
Date: 6/24/24

**STATEMENT OF WORK BETWEEN
THE OHIO EMPLOYEES DEFERRED COMPENSATION PROGRAM
AND
THE OHIO ATTORNEY GENERAL**

This document defines the scope of services for professional legal support referenced in the MOU.

1. Review Qualified Domestic Relations Orders and provide written correspondence to the Director of Administration, legal counsel, and/or participant.
2. Review and respond to Subpoenas to meet the required deadline noted in Subpoena.
3. Review and provide guidance relating to Public Records Requests and Open Meetings Act advice.
4. Review all contracts prior to sending to Business Counsel and facilitate guidance provided by business Counsel guidance prior to execution.
5. Review by Business Counsel of contracts and competitive solicitations, transactional advice, and training as needed.
6. Recommend outside counsel for legal support in areas where additional legal expertise is required.
7. Review and respond to all legal documents within 2-4 weeks unless extenuating circumstances exist.
8. Communicate issues as necessary with General Counsel and Executive Director.
9. Facilitate communication with specialized sections in the AGO.
10. Monitor outside counsel so that they have a working understanding of all state and federal laws that govern the Program: ORC 148, IRC 457(b) and IRC Roth 457(b)
11. Participate in Program related training and ongoing education around laws and regulations that govern the Program.