

**OFFICE OF THE ATTORNEY GENERAL
ATTACHMENT A FOR
PRIVATE ATTORNEY SERVICES**

A. SCOPE OF SERVICES

The CONTRACTOR shall:

1. (Insert in detail the scope of work the CONTRACTOR is expected to perform, including case matter reference.)

(INSERT 2 THROUGH 3, AS APPROPRIATE.)

2. Review and analyze AGENCY legal files, data, documents and other materials concerning the above matter and advise on recommended legal course. Attend and participate in meetings, conference calls, inspections or the like and report on the status of the legal matters.

3. Prepare and file pleadings, motions, or briefs, initiate and conduct discovery, as required and represent the AGENCY in any related litigation and otherwise represent the AGENCY at trial or on appeal.

B. COMPENSATION-FEES

1. The AGENCY shall be billed in accordance with Exhibit 1. Fees shall not exceed *\$(insert dollar amount)* and fees in excess of such amount shall not be compensable. The CONTRACTOR shall notify the AGENCY, in writing, when fees for billable services reach *\$(insert dollar amount)*. Said notification shall be made as soon as is practicable and prior to the next monthly invoice. Failure to comply with these provisions will result in non-payment.

2. Billable hours shall be measured in *(insert 6 or 10, whichever is preferable)* minute increments. Compensation of attorney hours will be for actual time spent providing attorney services to the AGENCY.

3. Premium rates will not be paid for overtime work.

4. Attorney time while traveling will be compensated at *(insert percentage)* percent of the hourly rates reflected in Exhibit 1.

C. COMPENSATION-COSTS

1. Reimbursement of costs for such items as exhibits, transcripts and witness fees requires prior *(insert written or oral)* authorization by the AGENCY and shall be reimbursed based upon documented third party vendor charges. The AGENCY shall not pay for firm surcharges added to third party vendor charges.

2. Routine expenses such as phone calls, facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials and local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated.

3. Non-routine office overhead expenses such as, long distance courier services, bulk mailings, bulk third party copying, blueprints, x-rays, photographs and must be justified to the AGENCY and shall be reimbursed based on documented third-party vendor charges. If these charges exceed *\$(insert dollar amount)*, prior written approval from the AGENCY must be obtained. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation.

Firm surcharges are not reimbursable.

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Rule 2-37.010, F.A.C.

4. The CONTRACTOR shall only bill the AGENCY for a proportionate share of the cost of legal research, attending hearings or engaging in client representation of any type, which is also applicable to other clients.

5. Reimbursable costs shall not exceed \$(*insert dollar amount*). The CONTRACTOR shall notify the AGENCY in writing when costs reach \$(*insert dollar amount*). Said notification shall be made as soon as is practicable and prior to the next monthly invoice.

D. FORMAT FOR INVOICES

1. Within 30 days of service provision, each invoice statement for fees and costs shall be submitted in

(*insert number of copies*), in a format that includes, at a minimum, the following information:

- a. Case name and number, if applicable, or other legal matter reference
- b. Invoice number for the particular bill or statement
- c. CONTRACTOR taxpayer identification number (FEIN)
- d. CONTRACTOR and AGENCY contract administrators' names
- e. Inclusive dates of the month(s) covered by the invoice

f. Itemization of the dates; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable the AGENCY to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the CONTRACTOR performed work; their hourly rate (if hourly) as specified in Exhibit 1, and any billing rate that is for some reason different from the one set forth in Exhibit 1, e.g., travel at a reduced hourly rate.

(NOTE: If billing is based on other than an hourly rate, the basis for the billing must be explained in this section.)

- g. A listing of all invoiced costs to be accompanied by copies of actual receipts.
- h. The total of only the current bill or statement
- i. . Prior balances or payment history should be shown separately, if at all.
- j. A certification statement, signed by the CONTRACTOR's contract administrator that reads, "I certify that all costs and fees claimed in this invoice statement for payment are accurate and were performed in furtherance of the AGREEMENT between the [*insert CONTRACTOR name*] and [*insert AGENCY name*]."

k. Any other information as may be requested by the AGENCY's contract administrator.

E. ADMINISTRATION OF AGREEMENT

1. The AGENCY's contract administrator is (*insert AGENCY designee's name*).

2. The CONTRACTOR's contract administrator is (*insert CONTRACTOR designee's name*).

However, if multiple law firms are parties to the AGREEMENT, then the AGREEMENT must address the internal system of governance among the firms and each law firm must identify one member of its firm who is authorized to legally bind the firm.

3. All (*insert written or oral*) approvals must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators.

4. The AGREEMENT shall be governed by and construed under the laws of Florida.

F. OTHER AVAILABLE SERVICES

Upon receiving approval from the AGENCY, the CONTRACTOR shall use existing AGENCY

agreements, when available and cost effective, to acquire services (e.g., bulk third party copying) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

G. PUBLIC RECORDS

All documents prepared pursuant to the AGREEMENT are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records, as required by such law, shall constitute grounds for unilateral cancellation of this AGREEMENT.

H. SPECIAL CONDITIONS

1. The CONTRACTOR will make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.
2. Multiple staffing at meetings, hearings, depositions, trials, etc., by the CONTRACTOR will not be compensated without prior written approval from the AGENCY.
3. CONTRACTOR agrees that all documents shall be promptly returned at the termination of the CONTRACTOR's involvement in the case or matter at hand.
4. AGENCY in-house staff shall be used in the legal matter to the maximum extent possible.
5. The CONTRACTOR will provide immediate notice by facsimile transmission or telephone regarding significant case developments which will likely result in media inquiries.
6. The CONTRACTOR shall provide the AGENCY immediate notice of any representation undertaken by the CONTRACTOR in matters where the client is suing or being sued by the state or state entities in any civil or adversarial administrative action.
7. A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to Rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration. Payment of all attorney's fees is subject to appropriation. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is averse to the state's litigation or settlement posture.
8. Each private attorney who is under contract to provide attorney services for the state or a state agency shall, from the inception of the contractual relationship until at least 4 years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.
9. The AGENCY's general counsel must approve and sign the contract as to form and legality. The Contract must be signed by the AGENCY head, who shall also maintain custody of the contract.

EXHIBIT 1 - Fee Schedule

I. HOURLY BILLING SCHEDULE:

A. CONTRACTOR's attorney and paralegal staff to be used under this contract include the following individuals at the hourly rates indicated:

NAME	Hourly Rate
1. _____	
2. _____	
3. _____	
4. _____	
5. _____	

The above rates may be adjusted if both parties agree, and shall be documented in writing by amendment to this AGREEMENT.

(NOTE: Substitute the following section if other than an hourly billing fee schedule is used.)

I. ALTERNATE BILLING SCHEDULE:

(Insert specifics of billing methodology)