

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 6 BELOW, AS APPROPRIATE)
2. Review and analyze AGENCY legal files, data, documents and other materials concerning the above matter and advise on recommended legal course.
3. Prepare and file pleading, motions, or briefs which may be required and represent the AGENCY in any related litigation.
4. Initiate and conduct discovery including depositions on behalf of the AGENCY and represent the AGENCY in discovery initiated by opposing parties.
5. Represent the AGENCY at trial or on appeal.
6. Attend and participate in meetings, conference calls, field trips or the like and report on the status of the legal matters.

B. COMPENSATION-FEES

1. The AGENCY shall be billed in accordance with Exhibit 1, the agreed upon billing rates for partners, associates and paralegals of the CONTRACTOR. Fees shall not exceed \$_____ under this AGREEMENT. The CONTRACTOR shall notify the AGENCY, in writing, when fees for billable services reach \$_____. Said notification shall be made as soon as is practical and prior to the next monthly invoice.
2. Routine expenses such as local phone calls, local 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. Billable hours shall be measured in ___ minute increments. Compensation of attorney hours will be for actual time spent providing attorney services to the AGENCY.
4. Premium rates will not be paid for overtime work.
5. Attorney time while traveling will be compensated at 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 required prior written 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. Non-routine office overhead expenses such as long distance phone calls, long distance facsimile transmissions, long distance courier services, bulk mailings, bulk third party copying, blueprints, x-

rays, photographs and computer-assisted legal research services must be justified to the AGENCY and shall be reimbursed based on documented third party vendor charges. If these charges exceed \$_____, written approval from the AGENCY's contract administrator must be obtained by the CONTRACTOR, prior to the expenditure of funds. In house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges are not reimbursable.

3. 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 applicable to other clients.
4. Exceptional non-routine office overhead expenses must be expressly defined in the contract agreement and approved by the AGENCY before being incurred.
5. Reimbursable costs shall not exceed \$_____ under this AGREEMENT. The CONTRACTOR shall notify the AGENCY contract administrator when costs reach \$_____. Said notification shall be made as soon as is practicable and prior to the next monthly invoice.

D. FORMAT FOR INVOICES

1. Each statement for fees and costs shall be submitted in _____ days, after the services have been rendered, 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.
 - c. CONTRACTOR taxpayer identification number.
 - d. CONTRACTOR and AGENCY contract administrators' names.
 - e. Inclusive dates of the month covered by the invoice.
 - f. Itemization of the date; 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 furnished 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 reimbursed pursuant to C. COMPENSATION COSTS section. Invoiced costs must be accompanied by copies of actual receipts.
 - h. The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
 - i. A certification statement, signed by the CONTRACTOR's contract administrator that reads, "I certify that all costs and fees claimed for payment are accurate and were performed in furtherance of the AGREEMENT between the _____ and _____".
 - j. Any other information as may be requested by the AGENCY's contract administrator.

E. ADMINISTRATION OF AGREEMENT

1. The AGENCY contract administrator is _____.
2. The CONTRACTOR contract administrator is _____
3. All written approvals referenced in this AGREEMENT must be obtained from the parties' contract administrators or their designees.
4. This contract shall be governed by and construed under the laws of the State of Florida.

F. STATUS REPORTING

1. The CONTRACTOR shall provide the AGENCY with monthly reports regarding the issues involving agency staff; the judiciary and local officials; statutory interpretation, case law interpretation; unique cases and legal arguments; accomplishments for reporting period, and suggestions. The status report shall be no longer than one to two pages and shall only describe significant events or the absence of significant events. Pleasing or case history shall not be recited.
2. The CONTRACTOR will provide immediate notice by facsimile transmission or telephone regarding significant case developments that will likely result in media inquiries.
3. 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 of state entities in any civil or adversarial administrative action.

G. 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., computer assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

H. PUBLIC RECORDS

All documents prepared pursuant to the AGREEMENT that constitute attorney work product as defined in section 119.07(1), F.S., shall be marked with a notice stating that the information contained in that document is exempt from disclosure for a period of time in accordance with the Public Records Law.

I. 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 unless prior written approval from the AGENCY has been obtained.
3. CONTRACTOR agrees that all documents shall be promptly returned at the termination the CONTRACTOR's involvement in the case or matter at hand.
4. All documents intended to be provided to third parties or filed with a court or an agency or internal memoranda must be sent to the AGENCY's contract administrator with enough lead time to allow

for meaningful review, unless waived by the AGENCY. Copies of final or as-filed documents should also be sent to the AGENCY contract administrator.

5. All discovery, including depositions, document production, etc., shall be coordinated by the AGENCY's contract administrator and CONTRACTOR's contract administrator to avoid needless duplication of effort.
6. AGENCY in-house staff shall be used in the legal matter to the maximum extent possible.

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 listed schedule of rates is guaranteed through the duration of this AGREEMENT. Adjustment by the parties shall be documented in writing by amendment to this AGREEMENT.

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

I. ALTERNATE BILLING SCHEDULE:

(Insert specifics of billing methodology) _____

