

**AGREEMENT FOR ATTORNEY SERVICES**

By and Between:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and

FLORIDA GULF COAST UNIVERSITY  
10501 FGCU Blvd South  
Fort Myers, FL 33965-6565  
ACTING FOR AND ON BEHALF OF,  
THE BOARD OF TRUSTEES

This AGREEMENT is entered into in the City of \_\_\_\_\_, \_\_\_\_\_ County, Florida by and between Florida Gulf Coast University, (the AGENCY), an agency of the State of Florida with headquarters located at 10501 FGCU Blvd South, Fort Myers, FL 33965-6565, and \_\_\_\_\_, (the CONTRACTOR) located at \_\_\_\_\_. This AGREEMENT shall bind the parties upon its execution by their representatives and shall become effective upon the date of the last signature.

**WHEREAS**, the CONTRACTOR has the legal expertise necessary to perform the duties and responsibilities outlined in this AGREEMENT.

**NOW, THEREFORE**, the parties agree as follows:

**ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR**

The AGENCY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services set forth below. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the AGENCY.

**ARTICLE 2. SCOPE OF SERVICES**

The CONTRACTOR agrees under the supervision of the AGENCY to perform certain professional services more particularly described as follows:

**ARTICLE 3. TIME OF PERFORMANCE**

This AGREEMENT shall begin upon execution and end on \_\_\_\_\_.

**ARTICLE 4. CONSIDERATION**

- (1) Fees and costs shall be paid in accordance with the provisions of ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES, including Exhibit 1.

**(NOTE: The following paragraph is to be inserted only if the AGENCY has agreed to pay for travel expenses.)**

- (2) In addition to the above compensation for fees and costs, justified and reasonable travel expenses which are directly and exclusively related to the professional services rendered under this contract will be reimbursed in accordance with Section 112.061, Florida Statutes. Pursuant to Section 112.061, Florida Statutes, those persons specified in Exhibit 1 of Attachment A, or such

replacements as are authorized pursuant to this AGREEMENT, are designated as authorized travelers during the life of this AGREEMENT. For the purpose of computing travel expenses, the CONTRACTOR's place of business shall be that listed in the Preamble to this AGREEMENT and all travel expenses shall be computed on that basis.

**(NOTE: The following sentence is to be inserted only if the AGENCY is not going to pay travel expenses.)** or

(2) Travel and per diem will not be reimbursed by the AGENCY.

**(NOTE: One of the two immediately preceding paragraphs must be included in the AGREEMENT.)**

- (3) The AGENCY is exempted from payment of Florida state sales and use taxes and Federal Excise tax. The CONTRACTOR, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligation with the AGENCY. The CONTRACTOR shall not use the AGENCY's exemption number in securing such materials. The CONTRACTOR shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this AGREEMENT.
- (4) The CONTRACTOR shall not pledge the AGENCY's credit or make the AGENCY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- (5) In accordance with the provisions of Section 215.422, Florida Statutes, vendors providing goods and services to an agency should be aware of the following time-frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- (6) If a payment is not available within 40 days, a separate interest penalty of .02740 percent per day will be due and payable, in addition to the invoice amount to the vendor. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- (7) Pursuant to Section 215.422(5), Florida Statutes, the Department of Banking and Finance has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agency. The Vendor Ombudsman may be reached at (904) 488-2924 or by calling the State Comptroller Hotline, 1-800-848-3792.
- (8) In accordance with the provision of Section 287.0582, Florida Statutes, if the terms of this AGREEMENT extend beyond the current fiscal year, the State of Florida's (AGENCY's) performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

#### **ARTICLE 5. DOCUMENTATION**

- (1) The CONTRACTOR shall submit monthly written invoices, in accordance with the requirements of ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES, paragraph D, Format for

Invoices, for all fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. All invoices shall be submitted to \_\_\_\_\_.

- (2) The CONTRACTOR shall maintain a file(s), available for inspection by the AGENCY, containing documentation of all costs and fees incurred in connection with this AGREEMENT. The file(s) shall be maintained for a period of two years, unless otherwise notified in writing by the AGENCY.

#### **ARTICLE 6. PUBLIC RECORDS**

- (1) The AGENCY shall have the right of unilateral cancellation, pursuant to Section 287.058, Florida Statutes, for refusal by the CONTRACTOR to allow public access to all documents, papers, letter or other material subject to the provisions of Chapter 119, F.S., and made or received by the CONTRACTOR in conjunction with this AGREEMENT. In the event that the CONTRACTOR is performing duties and responsibilities that are exempt from the provisions of Section 119.07(1), F.S., this provision shall not be applicable as to those duties and responsibilities.
- (2) The CONTRACTOR agrees to permanently refrain from using or mentioning its association with the AGENCY in advertisements, letterhead, business cards, etc. The CONTRACTOR's services to the AGENCY may be generally stated and described in the CONTRACTOR's professional resume. The CONTRACTOR may not give the impression in any event or manner, that the AGENCY recommends or endorse the CONTRACTOR.
- (3) All contact with the news media pertaining to the subject of this AGREEMENT shall be referred to the AGENCY contract administrator. This includes news releases, media requests for interviews, feature articles, fact sheets or similar materials.
- (4) Anything, by whatsoever designation it may be known, that is produced by or developed in connection with this contract shall remain the exclusive property of the AGENCY and may not be copyrighted, patented, or otherwise restricted as provided by Florida Statutes. Neither the CONTRACTOR nor any other individual employed under this AGREEMENT shall have any proprietary interest in any product(s) delivered under this AGREEMENT.

#### **ARTICLE 7. TERMINATION OF AGREEMENT**

- (1) In the event this AGREEMENT is terminated for convenience or cause, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the CONTRACTOR under this AGREEMENT shall be made available to and for the exclusive use of the AGENCY.
- (2) Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of this AGREEMENT by the CONTRACTOR. In the even this AGREEMENT is terminated the CONTRACTOR shall be reimbursed through the date of services rendered subject to any such damages.
- (3) If, in the judgment of the AGENCY, the CONTRACTOR for any reason fails to fulfill in a timely manner all obligations under this AGREEMENT, or if the CONTRACTOR should violate any of the covenants, agreements or stipulations of this AGREEMENT, the AGENCY shall have the right to terminate this AGREEMENT by giving at least five days written notice by registered mail to the CONTRACTOR Os such termination, including the effective date of termination.

- (4) The AGENCY may terminate the AGREEMENT for its convenience (without cause) by giving five (5) days written notice by registered mail to the CONTRACTOR, including the effective date of termination.

**ARTICLE 8. AMENDMENTS**

Either party may, from time to time request changes under this AGREEMENT. Such changes that are mutually agreed upon shall be incorporated in written amendments to this AGREEMENT.

**ARTICLE 9. AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

**ARTICLE 10. INDEPENDENT CONTRACTOR**

The CONTRACTOR is an independent contractor consistent with the Code of Professional Responsibility, and is not an employee or agent of the AGENCY. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of an independent contractor, between the AGENCY and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this AGREEMENT.

**ARTICLE 11. LIABILITY**

The AGENCY shall not be deemed to assume any liability for the acts, omissions to act or negligence of the CONTRACTOR, its agents, servants, and employees, nor shall the CONTRACTOR disclaim its own negligence to the AGENCY or any third party.

The CONTRACTOR shall maintain, during the period of this AGREEMENT, a professional liability insurance policy or policies affording professional liability coverage for the professional services to be rendered under this AGREEMENT.

**ARTICLE 12. NONDISCRIMINATION**

The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this AGREEMENT.

**ARTICLE 13. PUBLIC ENTITY CRIME**

A person or vendor who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a bid to provide any goods or services, submit a bid for construction or repair of a building, submit a bid for leases of real property or be awarded or perform work as a contractor, supplier, subcontractor or consultant to Florida Gulf Coast University for a period of 36 months from the date of being placed on the convicted vendor list.

**ARTICLE 14. LOBBYING**

CONTRACTOR is prohibited from using funds provided under this CONTRACT for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

**ARTICLE 15. ADMINISTRATION OF AGREEMENT**

1. The AGENCY contract administrator is \_\_\_\_\_.
2. The CONTRACTOR contract administrator is \_\_\_\_\_.
3. All written and verbal 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.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_

**CONTRACTOR:**

\_\_\_\_\_

**BY THE PRESIDENT OR DESIGNEE  
FOR AND ON BEHALF OF, THE FLORIDA  
GULF COAST UNIVERSITY BOARD OF  
TRUSTEES**

By: \_\_\_\_\_  
[Signature]

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed/Typed Name and Title of Signor]

\_\_\_\_\_  
[Printed/Typed Name and Title of Signor]

**WITNESS:**

\_\_\_\_\_  
  
\_\_\_\_\_

**WITNESS:**

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