

**AMENDMENT No. 1
TO THE AGREEMENT
BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
DEPARTMENT OF REVENUE**

This AMENDMENT No. 1 to the AGREEMENT is entered into between the State of Florida, Office of the Attorney General (OAG), and the Department of Revenue (Department), jointly referred to as “the parties.”

WHEREAS on July 1, 2022, the OAG and the Department entered into an AGREEMENT for the OAG to provide legal services to the DEPARTMENT (the AGREEMENT); and

WHEREAS the parties seek to amend the AGREEMENT; and

NOW, THEREFORE, the parties have mutually agreed to the following:

1. Page 1 of the AGREEMENT, Section 2, SCOPE OF SERVICES, shall be deleted in its entirety and replaced with the following:

1. SCOPE OF SERVICES: The OAG agrees to represent the AGENCY and to provide all necessary legal services pursuant to Chapter 16, Florida Statutes, and Section 20.21(4), Florida Statutes. This includes representation in litigation which involves the Department of Revenue’s administration of the revenue laws set forth in Section 213.05, Florida Statutes, and litigation pertaining to the Department’s administration of its ad valorem tax functions, including actions pursuant to Chapter 194, Part II, Florida Statutes.

NOTICE: Certain types of litigation and appeals may require specialized attorney and legal services not covered by the salaries and benefits coverage set forth in Paragraph 4 of this Agreement. Examples of such specialized work include, but are not limited to, contract disputes, anti-trust claims, civil rights actions seeking damages, declaratory relief actions unconnected with a tax assessment or refund claim, torts, employment law, and litigation and appeals in federal courts. In addition, the OAG’s Contract Administrator may determine, on a case by case basis, that certain appeals to the Florida District Courts of Appeal, the Florida Supreme Court, or which seek review in the Florida Supreme Court, also require the

specialized services of the Office of the Solicitor General. In all such instances (where specialized services are required) then, in consultation with the Associate Deputy Attorney General, a Letter of Authorization for representation will be requested from the AGENCY, at the then-current OAG rates for services. Such Letter of Authorization requests shall be on an ad-hoc basis.

When it is determined that a particular matter requires it, the OAG will provide the following E-Discovery Legal Services to the AGENCY:

- a. E-Discovery Consulting;
- b. Early Case Assessment;
- c. Process and convert electronically stored information (ESI) to a format compatible with the E-Discovery analysis software selected by the OAG for use in the particular matter;
- d. Project Management to ensure that the E-Discovery production is completed in a timely fashion consistent with the overall case discovery plan in the matter;
- e. Provide technical assistance with case loading, deduplication, tagging, privilege review, de-NISTing, email threading, near duplication analysis, concept searching, and other advanced analytics (i.e., predictive coding and other relationship analyses), including processing data for production;
- f. Conduct pre-review analysis to cull data and provide reporting regarding the ESI to be reviewed;
- g. Facilitate forensic data copies when needed in the matter; The OAG does not provide forensic data collection services but may provide forensic copies.
- h. Work with the Department employees to determine where data resides, the search capability of the Department, consult on search terms, and provide information about how data should be exported by the Department to the OAG in order to facilitate review and analysis;
- i. Temporary data storage, including cold storage, as agreed to by the OAG and the Department;
- j. Data shipping or file transfer protocol services;

- k. Export and return data to the Department. Any data received by the OAG, not transmitted via internet, will be returned to the AGENCY within 30 days from when it is processed and verified;
- l. Process the data (the original data and a load file, containing all tagging done on the data) for return 90 days after the end of the matter. The return of the data in a load file may increase the size of the data and will not include duplicates or NIST files; and
- m. Expert witness activities, including testimony, but excluding forensics.

This AGREEMENT does not include forensic services. The OAG does not provide forensic services. The data provided by the Department under this AGREEMENT, including any E-Discovery analysis, is owned by the Department. The Department has the exclusive duty to safeguard any confidential and exempt information and assert any privileges or protections, and has the exclusive authority to release the data provided to the OAG under this AGREEMENT. All data, including cold storage, will be returned to the Department within 90 days after the end of the matter, along with a load file that includes all tagging and comments pertaining to the electronic data furnished by the Department. At no time during the AGREEMENT will the OAG be deemed to maintain a “record copy” as defined in Florida Administrative Code Rule 1B-26.003, Electronic Recordkeeping.

2. Pg. 3 of the AGREEMENT, Section 4, CONSIDERATION, shall be deleted in its entirety and replaced with the following:

CONSIDERATION:

- A. The AGENCY shall compensate the OAG for salaries and benefits for the attorneys and support positions assigned to work under this AGREEMENT as mutually agreed. In addition, the AGENCY shall cover operating costs and litigation costs such as rent, information technology resources, operating capital outlay (OCO), court reporter fees, Other Personnel Services (OPS), and other necessary costs including travel expenses (pursuant to Section 112.061, Florida Statutes) which are directly and exclusively related to services rendered under this AGREEMENT. A 5% administrative indirect charge shall be applied to the estimated total salaries and costs. (See Attachment, which is subject to legislative appropriation).

The Department will pay the OAG for legal fees billed in providing E-Discovery Legal Services to the Department according to the following schedule, for those OAG employees not already assigned to work under this AGREEMENT as mutually agreed:

Positions	Rate per hour
Administrators in E-Discovery & Litigation Support, & E-Discovery Operations Manager	\$90/hr.
E-Discovery Operation Production Lead, E-Discovery Operations Technician, E-Discovery and Litigation Support Consultant	\$65/hr.
Operations Specialist	\$45/hr.

Department data storage, per Section 1.i. above:

The following rates will apply when it is necessary for the OAG to store Department data itself, for active storage or cold storage:

Type of Data Storage	Rates
Active storage (this is storage on an OAG server with the ability to immediately access the data)	\$2/Per Gigabyte
Cold storage (Offline storage, requiring that data be fully reloaded if needed – which may take 2-4 business days)	\$30 Monthly, plus cost of storage media

*Note: For data stored in active storage for any portion of a month, the associated rate for active storage will apply to the entire month.

**Note: Month begins the day the data is uploaded.

It is the AGENCY's duty to timely provide the requested data to the OAG for provision of E-Discovery services.

The OAG will provide notice of request to deactivate data not accessed by the AGENCY within 90 days to the AGENCY and provide the following options for the data:

- a. To remain in active storage, continued associated rate for active storage will apply;
- b. Immediate export of the data for cold storage at a reduced monthly rate plus the cost of storage media, dependent on the size of the data;
- c. Immediate export of the data for return to the AGENCY. Cost of media and shipping may apply dependent on the size of the data.

Deactivation and reactivation of data will involve services provided by staff at both the manager and production lead positions.

As necessary for production or return of the data, the OAG may have to purchase portable storage devices. The cost of the portable storage devices is considered by the parties to be litigation costs under the AGREEMENT and will be reimbursed and covered by the Department pursuant to Section 4, CONSIDERATION.

B. Quarterly installments of \$444,451.75 are due on the following dates:

January 1, 2023

April 1, 2023

The total for the services, costs, or other charges arising under paragraph 2 of this AGREEMENT in its entirety for FISCAL YEAR 2022-2023 is \$1,655,115.00, excepting any amounts invoiced by OAG for E-Discovery Legal Services, which shall be in addition to the total compensation for OAG representation of the Department in the administration of its tax functions.

- C. If a decision is made by the OAG and the AGENCY that the services of an expert are needed, then, the AGENCY will enter directly into a contract with the chosen expert, by which the expert will be directly compensated by the AGENCY. The sum of \$1,655,115.00 does not include any sums for the compensation of experts, and the sums paid to the OAG shall not be reduced or diminished by any amounts which are paid to an expert.
- D. To the extent that new positions are added to this AGREEMENT via a written amendment agreed to by the parties, additional funds shall be advanced for furniture and computerization.
- E. All monies advanced to the OAG shall be accounted for separately. If the costs of litigation exceed the funds advanced by the AGENCY, the AGENCY shall provide for additional advances as needed.
- F. Upon the receipt by the AGENCY of the appropriation of administered funds related to this contract, a contract amendment will be executed for the change in funding.
- G. Any unexpended funds remaining at the conclusion of this AGREEMENT shall be returned to the AGENCY.

- H. The AGENCY shall notify OAG in writing in advance of any proposed budget reductions, even if it is only an exercise.
 - I. Alternative Fee Recovery Clause: In the event a third-party is ordered to pay the AGENCY's attorney's fees in connection with litigation services rendered under this contract, the AGENCY agrees that the OAG shall be compensated in such instance at the hourly rates determined by the court or tribunal, if higher than the then-current OAG hourly rates for services under this contract. Upon payment of the awarded fees by the third-party, the AGENCY will be entitled to a credit for the number of hours awarded by the court or tribunal at the then-current OAG hourly rates for services under this contract, with the OAG entitled to any remainder.
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- 3. Pg. 8 of the AGREEMENT, Section 14, DUTY OF DEPARTMENT TO TIMELY PROVIDE ELECTRONIC DATE, shall be deleted in its entirety.
 - 4. All provisions in the AGREEMENT in conflict with AMENDMENT No. 1 are hereby changed to conform with this AMENDMENT No. 1.
 - 5. All provisions in the AGREEMENT not in conflict with this AMENDMENT No. 1 are still in effect and are to be performed at the level specified in the AGREEMENT.
 - 6. This AMENDMENT No. 1 is made a part of this AGREEMENT.

IN WITNESS WHEREOF, the Office of the Attorney General and the Department of Revenue have executed this seven-page AMENDMENT NO. 1 to the AGREEMENT.

John M. Guard

John M. Guard
Chief Deputy Attorney General
Office of the Attorney General

10/10/2022

Date

DocuSigned by:

Shannon C. Segers

Shannon C. Segers
Director, Office of Financial Management
Department of Revenue

10/11/2022 | 8:56 AM EDT

Date

DocuSigned by:

Mark Hamilton

Agency FLAIR Number

Approved as to form and legal content
Deputy Counsel
Office of the General Counsel
Department of Revenue

Department of Revenue
Source of Funding

10/10/2022 | 2:02 PM EDT

Date

AG Contract No. A9708

A Contracts\FY 22-23\DOR A9708 Amd1

OFFICE OF THE ATTORNEY GENERAL
 DEPT. OF REVENUE
 AD VALOREM TAX
 FISCAL YEAR 2022-2023

THIS SHEET IS NOT A PART OF THE CONTRACT AND IS FOR ESTIMATION PURPOSES ONLY

Full Name	Pos Num	Class Title	Annual Salary	Biweekly Salary	FICA	Retirement	Insurance	Total Cost for Benefits and Salary
SANDREA-RIVERO, FRANKLIN	000010	ASSISTANT ATTORNEY GENERAL-DLA	\$ 60,000.00	\$ 2,298.85	\$ 4,590.00	\$ 17,406.00	\$ 9,727.96	\$ 91,724
COX, J. CLIFTON	000026	SPECIAL COUNSEL-ASST ATTORNY GENERAL-DLA	\$ 107,944.15	\$ 4,135.79	\$ 8,257.73	\$ 31,314.60	\$ 21,699.14	\$ 169,216
PADGETT, REBECCA	000035	ADMINISTRATIVE ASSISTANT I - SES	\$ 47,145.39	\$ 1,806.34	\$ 3,606.62	\$ 8,646.46	\$ 9,722.82	\$ 69,121
DUDLEY, ALLISON	000158	SENIOR ASSISTANT ATTORNEY GENERAL-DLA	\$ 79,035.13	\$ 3,028.17	\$ 6,046.19	\$ 22,928.09	\$ 21,687.57	\$ 129,697
RYDER, LISA	000159	ADMINISTRATIVE SECRETARY	\$ 33,511.20	\$ 1,283.95	\$ 2,563.61	\$ 3,625.91	\$ 19,869.36	\$ 59,570
DENNIS, TIMOTHY	000174	CHIEF-ASSISTANT ATTORNEY GENERAL-DLA	\$ 109,413.68	\$ 4,192.09	\$ 8,370.15	\$ 31,740.91	\$ 21,699.73	\$ 171,224
DICKS, KARLA	000182	ADMINISTRATIVE SECRETARY	\$ 33,721.62	\$ 1,292.02	\$ 2,579.70	\$ 3,648.68	\$ 9,218.45	\$ 49,168
ELSON, ROBERT	000303	SENIOR ASSISTANT ATTORNEY GENERAL-DLA	\$ 79,778.18	\$ 3,056.64	\$ 6,103.03	\$ 23,143.65	\$ 9,735.87	\$ 118,761
ANNETTE, JONATHAN	000337	LEGAL ASSISTANT	\$ 47,757.75	\$ 1,829.80	\$ 3,653.47	\$ 5,167.39	\$ 19,875.06	\$ 76,454
SAVOCA, JOHN	000365	ASSISTANT ATTORNEY GENERAL-DLA	\$ 65,125.03	\$ 2,495.21	\$ 4,982.06	\$ 18,892.77	\$ 21,682.01	\$ 110,682
DINCHER, RANDI	000366	SENIOR ASSISTANT ATTORNEY GENERAL-DLA	\$ 79,077.32	\$ 3,029.78	\$ 6,049.42	\$ 22,940.33	\$ 21,687.59	\$ 129,755
JENNINGS, LORANN	000368	ADMINISTRATIVE SECRETARY	\$ 34,230.42	\$ 1,311.51	\$ 2,618.63	\$ 3,703.73	\$ 19,869.65	\$ 60,422
* VACANT *	000476	ASSISTANT ATTORNEY GENERAL-DLA	\$ 60,000.00	\$ 2,298.85	\$ 4,590.00	\$ 17,406.00	\$ 21,679.92	\$ 103,676
BAISDEN, CHRISTOPHER	000559	ASSISTANT ATTORNEY GENERAL-DLA	\$ 70,551.91	\$ 2,703.14	\$ 5,397.22	\$ 20,467.11	\$ 9,732.18	\$ 106,148
TOTAL SALARIES & BENEFITS					\$ 69,408	\$ 231,032	\$ 237,887	\$ 1,445,619

ESTIMATED TOTAL SALARIES & BENEFITS	\$ 69,408	\$ 231,032	\$ 237,887	\$ 1,445,619
LESS % LAPSE FACTOR				\$ -
ESTIMATED GRAND TOTAL SALARIES & BENEFITS				\$ 1,445,619
RENT				\$ 64,108
OPERATING COSTS/LITIGATION COSTS				\$ 58,059
OCO				\$ 8,514
TOTAL COSTS				\$ 130,681
ESTIMATED TOTAL SALARIES AND COSTS				\$ 1,576,300
5% ADMINISTRATIVE INDIRECT CHARGE				\$ 78,815
ESTIMATED TOTAL CONTRACT				\$ 1,655,115