**AGREEMENT BETWEEN THE STATE OF FLORIDA**

**OFFICE OF THE ATTORNEY GENERAL**

**AND**

***Name of Agency***

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida, between the State of Florida, Office of the Attorney General (OAG), with headquarters located in PL01 The Capitol, Tallahassee, Florida 32399-1050, and the *Name of Agency* (AGENCY), located at *Address of Agency*, jointly referred to as “the parties.” The parties agree as follows:

1. ENGAGEMENT OF THE OAG: The AGENCY retains the OAG to perform the legal services described in paragraph 2 and E-Discovery Legal Services as described in Attachment A, attached to this AGREEMENT. Such services may not be subcontracted for or assigned without the prior written consent of the AGENCY.

2. SCOPE OF SERVICES: The OAG will, when requested by the AGENCY, provide legal services to the AGENCY. Each request by the AGENCY will be in the form of a Letter of Authorization (LOA) and will state the scope of services requested. LOAs will be submitted by the AGENCY in writing to the OAG. Each LOA submitted under this AGREEMENT will be incorporated into and become a part of this AGREEMENT. All existing LOA’s between the parties for the previous year’s AGREEMENT, which are currently active will remain active under this AGREEMENT, and will be incorporated into and become a part of this AGREEMENT.

3. TIME OF PERFORMANCE: This AGREEMENT will become effective July 1, 2022 and end on June 30, 2023. The OAG and the AGENCY may renew this AGREEMENT, as mutually agreed to, on a yearly basis for a period that may not exceed three years or the term of the original AGREEMENT, whichever is longer.

4. PAYMENT:

a. The AGENCY will pay the OAG for legal fees billed in providing legal services to the AGENCY according to the following schedule:

Senior Assistant Attorneys General, Attorney Supervisors, Special Counsels,

and Chief Assistant Attorneys General (Bureau Chiefs): $127/hr.

Assistant Attorneys General: $119/hr.

Entry Level Attorneys: $106/hr.

Paralegals, Law Clerks, Legal Assistants,

Senior Legal Assistants and Investigators: $74/hr.

All legal services associated with providing E-Discovery Legal Services will be billed according to the schedule set forth in Attachment A. Any future adjustments to these rates will be mutually agreed upon by both the OAG and the AGENCY via a written amendment to this AGREEMENT, duly executed by the parties.

b. The AGENCY will reimburse the OAG for costs and expenses such as mediation, court reporters, translations, subpoenas, copies, freight, newspaper advertisements, filing fees, witness fees, expert witness fees, E-Discovery related services, computer-assisted research and other necessary expenses, including travel expenses, which are directly related to legal services rendered under the LOA. Travel expenses will be reimbursed in accordance with section 112.061, Florida Statutes or as required by any future amendments thereto.

c. The AGENCY will pay the OAG for fees and costs associated with the closure of a case up to 180 days after final action of the case.

d. The AGENCY will also pay the OAG a five percent administrative indirect charge on all fees and costs.

5. INVOICING: Invoices for legal fees and litigation costs and expenses incurred by OAG staff will be submitted to the AGENCY on a monthly basis. Documentation for legal fees will be provided in detail sufficient for a proper pre-audit and post-audit, and will specify the work performed during the hours invoiced. Documentation of litigation costs and expenses will be provided by a report generated utilizing FLAIR accounting transactions.

6. AVAILABILITY OF FUNDS: If the terms of this AGREEMENT, including payment, extend beyond the current fiscal year, the performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

7. REPORTING AND DOCUMENTATION: The OAG will maintain a file, available for inspection by the AGENCY, containing documentation of all costs incurred in connection with this AGREEMENT. The file will be maintained for a period of three years after completion of services rendered.

8. PUBLIC RECORDS: Unless specifically exempted by law, all documents or other records made or received by the OAG in conjunction with this AGREEMENT are public records available for inspection by the public in accordance with section 119.07, Florida Statutes. Refusal by the OAG to allow public access to such records will constitute grounds for unilateral cancellation of this AGREEMENT as provided in section 287.058 (1)(c), Florida Statutes. Claims files maintained by the Division of Risk Management and assigned to the OAG will, pursuant to section 284.40, Florida Statutes, be considered privileged and confidential and will be only for the use of the Department of Financial Services and the OAG in fulfilling their responsibilities. If any of the services contracted for are intended to assist the AGENCY in ongoing or imminent litigation or administrative proceedings, certain records made or received by the OAG reflecting a mental impression, conclusion, litigation strategy, or legal theory may be exempt from the disclosure requirements of section 119.07, Florida Statutes. In order to assure that records subject to this exemption are not disclosed, the OAG will notify the AGENCY contract administrator immediately upon being requested to disclose any records in the OAG’s possession which relate to this AGREEMENT. The OAG will not allow any inspection of, or otherwise disclose any information found in, such records unless the AGENCY and the OAG agree which records, if any, will be made available for public inspection.

**IF THE OAG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OAG’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THEN THE OAG SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT *AGENCY’S PHONE NUMBER, EMAIL FOR THEIR PUBLIC RECORDS CUSTODIAN AND ADDRESS*.**

9. COOPERATION WITH OAG’S INSPECTOR GENERAL: The parties understand their duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

10. E-VERIFY EMPLOYMENT ELIGIBILTY VERIFICATION: Pursuant to section 448.095(2), Florida Statutes, OAG must register and use the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of all new employees hired by the OAG during the Contract term. Additionally, if the OAG enters into a contract with a subcontractor, the subcontractor must register in the E-Verify system and provide the OAG with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The OAG will maintain a copy of such affidavit for the duration of this Contract.

The AGENCY may request documentation of compliance with this provision at any time during the Contract term.

The Contract may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095, Florida Statutes.

11. ENTIRE AGREEMENT: This AGREEMENT and any attachments hereto, represents the entire agreement of the parties and supersedes all previous communications on this subject, either oral or written, between the parties. Any changes or waivers of this AGREEMENT will only be valid through a written amendment signed by the parties.

12. TERMINATION: Either party may unilaterally terminate this AGREEMENT without penalty by giving 90 days written notice, specifying the effective date of such termination; or sooner upon written notice on a mutually agreed date. If this AGREEMENT is terminated for any reason, all finished or unfinished documents and other work products prepared by or for the AGENCY under this AGREEMENT will be made available to and for the exclusive use of the AGENCY. Upon termination, the OAG will invoice the AGENCY for all compensable work satisfactorily completed and for all costs and expenses associated with the legal services rendered under this AGREEMENT at the time of termination. Properly submitted invoices will be paid by the AGENCY within 45 days of receipt of the invoice. All written, digital or oral approvals referenced, and notices required in this AGREEMENT must be obtained from each party’s respective Administrator, or their designee. Written notices may be sent and received by mail or email to the designated Administrators.

13. ADMINISTRATION OF AGREEMENT: The provisions of this AGREEMENT will be administered by the OAG and will be under the immediate supervision of John Bajger, Associate Deputy For Civil Litigation (or OAG designee), John.Bajger@myfloridalegal.com. The AGENCY's Administrator is *Name*, *Title* (or designee), *mailing address and email address added here*.

Any changes to the AGREEMENT Administrators will be in writing or by email. Such changes do not require a formal written amendment to the AGREEMENT.

IN WITNESS WHEREOF, the Office of the Attorney General and the *Name of Agency* have executed this AGREEMENT.

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John M. Guard *Agency Head (or Designee)*

Chief Deputy Attorney General *Title*

Office of the Attorney General *Agency*

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Date Date

Agency FLAIR Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(to be completed by AGENCY)

*Name of Agency*

Source of Funding

AG Contract No. R???? *(to be completed by OAG)*