

AGREEMENT BETWEEN THE STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
AND
OFFICE OF THE STATE COURTS ADMINISTRATOR

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 Office of the State Courts Administrator (OSCA), located at 500 South Duval Street, Supreme Court Building, Tallahassee, Florida 32399-1900, jointly referred to as “the parties.” The parties agree as follows:

1. ENGAGEMENT OF THE OAG: The OSCA 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 OSCA.
2. SCOPE OF SERVICES: The OAG will, when requested by the OSCA, provide legal services to the OSCA. Each request by the OSCA 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 OSCA 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, 2023 and end on June 30, 2024. The OAG and the OSCA 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. 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 OSCA via a written amendment to this AGREEMENT, duly executed by the parties.

b. The OSCA 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 OSCA will pay the OAG for costs associated with the closure of a case up to 180 days after final action of the case.

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

5. INVOICING: Invoices for litigation costs and expenses incurred by OAG staff will be submitted to the OSCA on a monthly basis. Documentation of litigation costs and expenses will be provided by a report generated utilizing FLAIR accounting transactions. All payments will be made in accordance with the provisions of section 215.422, Florida Statutes.

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, and allocation by the Chief Justice.

7. REPORTING AND DOCUMENTATION: The OAG will maintain a file, available for inspection by the OSCA, 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 and as required by Article I, section 24 of the Florida Constitution and Rule 2.420, Florida Rules of General Practice and Judicial Administration. Further, OAG will maintain the confidentiality of any records that are exempt from public access pursuant to Rule 2.420, Florida Rules of General Practice and Judicial Administration. Refusal by the OAG to allow public access to such records will constitute grounds for unilateral cancellation by OSCA of this AGREEMENT pursuant to Rule 2.420, Florida Rules of General Practice and Judicial Administration. 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 OSCA 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

Rule 2.420, Florida Rules of General Practice and Judicial Administration. In order to assure that records subject to this exemption are not disclosed, the OAG will notify the OSCA 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 OSCA 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 OR RULE 2.420, FLORIDA RULES OF GENERAL PRACTICE AND JUDICIAL ADMINISTRATION TO THE OAG'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THEN THE OAG SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 500 SOUTH DUVAL STREET, SUPREME COURT BUILDING, TALLAHASSEE, FLORIDA 32399-1900, (850) 922-5109, whitece@flcourts.org.

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: Pursuant to section 448.095(2)(a), Florida Statutes, every public employer, contractor and sub-contractor must register with and use the E-Verify system operated by the United States Department of Homeland Security. Accordingly, both parties to this AGREEMENT will comply with the provisions of section 448.095 (2), Florida Statutes and be registered in the Department of Homeland Security's (DHS)m at the time this AGREEMENT is executed. Additionally:
 - a. The OAG will use the United States Department of Homeland Security's (DHS)

E-Verify system (<https://www.e-verify.gov/>) to verify the employment eligibility of all new employees hired during the term of the Agreement for which OAG is providing services to the OSCA.

b. OAG will also include a requirement in all subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor after January 1, 2021, or upon execution of the subcontract, whichever is later, and will continue to do so at all times during the term of the AGREEMENT for which OAG is providing services to the OSCA.

c. Prior to allowing any subcontractor to provide any services contemplated under this Agreement, OAG will provide to the OSCA's Contract Manager a copy of the subcontractor's DHS E-Verify registration, along with an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens.

d. Violation of the provisions in this section by OAG will constitute grounds for immediate termination of the contract by the OSCA pursuant to section 448.095(2)(c), Florida Statutes.

e. Pursuant to section 448.095(2)(f), Florida Statutes, OAG is liable for any additional costs incurred by the OSCA as a result of the termination of this Agreement for a violation of the provisions contained in these paragraphs.

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. In the event funds to finance this AGREEMENT become unavailable, the OSCA may terminate the AGREEMENT upon no less than 24 hours' notice in writing to the OAG. Notice must be delivered by certified mail, return receipt requested, in person, or any verifiable form of communication with proof of delivery. If this AGREEMENT is terminated for any reason, all finished or unfinished documents and other work products prepared by or for the OSCA under this AGREEMENT will be made available to and for the exclusive use of the OSCA. Upon termination, the OAG will invoice the OSCA 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 OSCA 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 OSCA's Administrator is C. Erica White, General Counsel (or designee), 500 South Duval Street, Supreme Court Building, Tallahassee, Florida 32399-1900, whitece@flcourts.org.

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 Office of the State Courts Administrator have executed this AGREEMENT.

John M. Guard

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

Allison C. Sackett

Allison C. Sackett
State Courts Administrator
Office of the State Courts Administrator

5/4/2023

Date

6/7/2023

Date

OSCA FLAIR Number: _____
(to be completed by OSCA)

Office of the State Courts Administrator
Source of Funding

AG Contract No. R0105

Retainers\FY23-24\R0105

AGREEMENT BETWEEN THE OAG AND OSCA
ATTACHMENT A
FOR
E-DISCOVERY LEGAL SERVICES PERFORMED BY OAG

1. SCOPE OF E-DISCOVERY LEGAL SERVICES: The OAG will, when a particular matter requires it, provide the following E-Discovery Legal Services to the OSCA as part of the OAG's provision of legal services under the RETAINER AGREEMENT executed between the OAG and the OSCA, hereby amending and adding the following to paragraph 2, SCOPE OF SERVICES, of the AGREEMENT:

- a. E-Discovery Consulting;
- b. Early Case Assessment;
- c. Process and/or 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 OSCA employees to determine where data resides, the search capability of the OSCA, consult on search terms, and provide information about how data should be exported by the OSCA 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 OSCA;
 - j. Data shipping or file transfer protocol services;
 - k. Export and return data to the OSCA. Any data received by the OAG, not transmitted via internet, will be returned to the OSCA 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.
2. This AGREEMENT does not include forensic services. The OAG does not provide forensic services.
3. The data provided by the OSCA under this ATTACHMENT and the AGREEMENT, including any E-Discovery analysis, is owned by the OSCA. The OSCA 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 OSCA 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 OSCA. 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.
4. The OSCA will pay the OAG for legal fees billed in providing E-Discovery Legal Services to the OSCA according to the following schedule, for those OAG employees not already specified in the schedule set forth in paragraph 4, PAYMENT, of the AGREEMENT:

Positions	Rate per hour
Administrators in E-Discovery & Litigation Support, & E-Discovery Operations Manager	\$93/hr.
E-Discovery Operation Production Lead, E-Discovery Operations Technician, E-Discovery and Litigation Support Consultant	\$68/hr.
Operations Specialist	\$48/hr.

5. OSCA data storage per Subparagraph 1.i. above:

The following rates will apply when it is necessary for the OAG to store OSCA 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 (Off-line 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.

6. DUTY OF OSCA TO TIMELY PROVIDE ELECTRONIC DATA. It is the OSCA’S duty to timely provide the requested data to the OAG for provision of E-Discovery services.
7. The OAG will provide notice of request to deactivate data not accessed by the OSCA within 90 days to the OSCA and provide the following options for the data:
 - a. Remain in active storage, at the continued applicable rate for active storage;
 - b. Immediate export of the data for cold storage at the applicable rate plus the cost of storage media, which is based on the size of the data;
 - c. Immediate export of the data for return to the OSCA. Cost of media and shipping may apply dependent on the size of the data.
8. Deactivation and reactivation of data will involve services provided by staff at both the manager and production lead positions.
9. As necessary for production or for return of the data, the OAG may have to purchase portable storage devices. The cost of the portable storage devices is compensable as a cost and expense under this AGREEMENT.