

AGREEMENT BETWEEN THE STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
AND
FLORIDA TRANSPORTATION COMMISSION

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 Florida Transportation Commission (AGENCY), located at 605 Suwannee Street, MS 9, Tallahassee, Florida 32399-0450.

1. ENGAGEMENT OF THE OAG: The AGENCY retains the OAG to perform the legal services described in paragraph 2 and the OAG agrees to perform such services upon the terms and conditions in 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 shall, when requested by the AGENCY, provide legal services to the AGENCY. Each request by the AGENCY shall be in the form of a Letter of Authorization (LOA) and shall state the scope of services requested. Letters of authorization shall be submitted in writing to the Office of the Attorney General. Each LOA submitted under this AGREEMENT shall be incorporated into and become a part of this AGREEMENT. All of the AGENCY's existing LOA's which are currently active shall remain active under this AGREEMENT.

3. TIME OF PERFORMANCE: This AGREEMENT shall become effective July 1, 2013 and end on June 30, 2014. The OAG and the AGENCY may renew this AGREEMENT on a yearly basis.

4. CONSIDERATION: a. The AGENCY shall pay the OAG for legal fees according to the following schedule:

Senior Assistant Attorneys General, Special Counsels, and Bureau Chiefs:	\$84/hr.
Assistant Attorneys General:	\$78/hr.
Entry Level Attorneys:	\$66/hr.
Paralegals, Law Clerks, Legal Assistants, Senior Legal Assistants and Investigators:	\$30/hr.

Any future adjustments to these rates will be mutually agreed upon by both the OAG and the AGENCY via an amendment to this AGREEMENT.

b. The AGENCY shall 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, computer-assisted research and other necessary expenses, including travel expenses, which are directly related to legal services rendered under the LOA. Travel expenses shall be reimbursed in accordance with Section 112.061, Florida Statutes or as required by any future amendments thereto.

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

d. The AGENCY shall also pay the OAG a 5% administrative indirect charge on all fees and costs.

5. INVOICING: Invoices for legal fees incurred by OAG staff shall be submitted in detail sufficient for a proper pre-audit and post-audit, and shall specify the work performed during the

hours expended. 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, it is agreed that 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 shall maintain a file, available for inspection by the AGENCY, containing documentation of all costs incurred in connection with this AGREEMENT. The file shall 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 shall 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 shall, pursuant to Section 284.40, Florida Statutes, be considered privileged and confidential and shall be only for the use of the AGENCY and the OAG in fulfilling their responsibilities under this AGREEMENT. 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 agrees to 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 shall 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, shall be made available for public inspection.

9. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any contract in violation of this provision is null and void.

10. ENTIRE AGREEMENT AND AMENDMENTS: This AGREEMENT 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 shall only be valid when they are written and signed by the parties.

11. TERMINATION: Either party may unilaterally terminate this AGREEMENT without penalty by giving 90 days written notice, by certified mail, specifying the effective date of such termination; or with the agreement of the parties, it may be terminated upon written notice on a mutually agreed date without penalty. 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 shall be made available to and for the exclusive use of the AGENCY. If this AGREEMENT is terminated, the OAG shall invoice the AGENCY for all compensable work satisfactorily completed and for all costs and expenses associated with the legal services rendered under this AGREEMENT. Invoices shall be paid by the AGENCY within 45 days of receipt.

12. ADMINISTRATION OF AGREEMENT: The provisions of this AGREEMENT shall be administered by the OAG and shall be under the immediate supervision of Chesterfield Smith, Jr., Associate Deputy Attorney General (or OAG designee). The AGENCY's Administrator is Tom DiGiacomo, Executive Director (or designee).

IN WITNESS WHEREOF, the Office of the Attorney General and the Florida
Transportation Commission have executed this AGREEMENT.



Chesterfield Smith, Jr.
Associate Deputy Attorney General
Office of the Attorney General



Tom DiGiacomo
Executive Director
Florida Transportation Commission

05/16/13

Date

5/21/12

Date

Agency FLAIR Number: _____
(to be completed by AGENCY)

Florida Transportation Commission
Source of Funding

AG Contract No. R0004

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