

AGREEMENT BETWEEN THE STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL

AND

COMMISSION ON ETHICS

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 PL-01 The Capitol, Tallahassee, Florida 32399-1050, and the Commission On Ethics (AGENCY) located at 3600 Maclay Boulevard South, Tallahassee, Florida 32312, mailing address P.O. Drawer 15709, Tallahassee, Florida 32317-5709.

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 for the AGENCY 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 agrees to represent the AGENCY and to provide all legal services, and the necessary support services, for the prosecution of alleged violations of the ethics laws of Florida and for enforcement of civil and restitution penalties imposed.
3. TIME OF PERFORMANCE: This AGREEMENT shall become effective July 1, 2011 and terminate on June 30, 2012. The OAG and the AGENCY may renew this AGREEMENT on a yearly basis.
4. CONSIDERATION: a. The AGENCY shall compensate the OAG for salaries, benefits and 5% administrative overhead for the number and type of positions to be assigned to work under this AGREEMENT as mutually agreed. In addition to the above compensation, the AGENCY

shall cover operating costs and litigation costs such as rent, information technology resources, operating capital outlay (OCO), court reporter fees, court costs, Other Personnel Services (OPS), expert witness services fees, and other necessary costs including travel expenses and per diem (pursuant to Section 112.061, Florida Statutes) which are directly and exclusively related to services rendered under this AGREEMENT. (See Attachment).

b. Funds shall be advanced upon execution in the amount of **\$77,865.75**; thereafter, quarterly installments of **\$77,865.75** are due on the following dates:

October 1, 2011
January 1, 2012
April 1, 2012

The total for this AGREEMENT in its entirety for Fiscal Year 2011-2012 is \$311,463.00.

c. To the extent that new positions are added to this AGREEMENT via a written amendment agreed to by the parties, funds shall be advanced for furniture and computerization.

d. 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.

e. Any unexpended funds remaining at the conclusion of this AGREEMENT shall be returned to the AGENCY.

f. The AGENCY shall notify OAG in writing in advance of any proposed budget reductions, even if it is only an exercise.

5. INVOICING: Invoices for salaries and litigation costs will be submitted quarterly in the amounts pursuant to Section 4 above.

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: Documentation for fees or other compensation for services or expenses shall be submitted upon request in detail sufficient for a proper preaudit and postaudit thereof. 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 cancellation of this AGREEMENT as provided in Section 287.058, Florida Statutes.

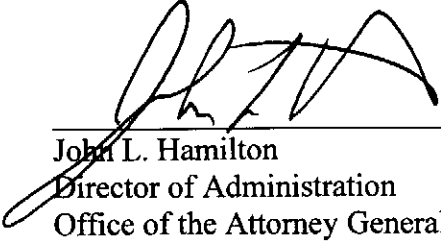
If any of the services being contracted for in this AGREEMENT are intended to assist the AGENCY in ongoing or imminent litigation or administrative proceedings, certain records made or received by the OAG reflecting a mental impression, conclusion, litigation strategy, or legal theory may be exempt from 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 manager 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 said records unless the AGENCY and the OAG agree which records, if any, shall be made available for public inspection.

9. 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.


10. 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 net of any unearned advances, 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.

11. ADMINISTRATION OF AGREEMENT: The provisions of this AGREEMENT shall be administered by the OAG and shall be under the immediate supervision of Diane Guillemette, Chief Assistant Attorney General, who shall be responsible for keeping the Attorney General and the AGENCY informed of the status of its performance. The AGENCY's Administrator is Philip Claypool, Executive Director/General Counsel.

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



John L. Hamilton
Director of Administration
Office of the Attorney General



Philip Claypool
Executive Director/General Counsel
Commission on Ethics

6-7-11

Date

June 14, 2011

Date

Agency FLAIR Number

Commission on Ethics
Source of Funding

AG Contract No. A9706

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