Citizens’ Outside Counsel Guidelines (Non-claims)
Table of Contents

1. OVERVIEW .......................................................................................................................... 
   1.1. Understanding the Unique Nature of Citizens Property Insurance Corporation... 
   1.2. State Governmental Entity .................................................................................................. 
   1.3. Citizens’ Enabling Statute, F.S. 627.351(6) .................................................................. 
   1.4. Code of Ethics ................................................................................................................... 
   1.5. Public Records ................................................................................................................ 
   1.6. Immunity .......................................................................................................................... 
   1.7. Professional Conduct ........................................................................................................ 
   1.8. Conflict of Interest .......................................................................................................... 
   1.9. Malpractice Insurance ..................................................................................................... 
   1.10. Compliance with Laws .................................................................................................. 
   1.11. Cooperation with Other Law Firms .............................................................................. 
   1.12. Nature of Business Relationship with Citizens ............................................................ 

2. LEGAL SERVICES REPORTING REQUIREMENTS ............................................. 
   2.1 Acknowledgement of Assignment .................................................................................... 
   2.2 Litigation Reports ............................................................................................................. 
      2.2.1 Initial Report .................................................................................................................. 
      2.2.2 Interim Report .............................................................................................................. 
      2.2.3 Pre-Mediation Report .................................................................................................. 
      2.2.4 Pre-Trial Report ........................................................................................................... 
      2.2.5 Post-Trial Report ......................................................................................................... 

3. BILLING FOR LEGAL SERVICES .............................................................................. 
   3.1 Budget ............................................................................................................................... 
   3.2 Billing Cycle .................................................................................................................... 
   3.3 Format ............................................................................................................................... 
   3.4 Authorized Billing Personnel ..........................................................................................
3.5 Use of Associate / Junior Attorneys or Paralegals ..............................
3.6 In-Firm Conferences and Memoranda .............................................
3.7 Multiple Attendees ........................................................................
3.8 Fees ..............................................................................................
3.9 Expenses .......................................................................................  
3.10 Travel Expenses ........................................................................
3.11 Expenses for Professional Services/Experts ....................................
3.12 Vendor Bills ................................................................................
3.13 Retainer .......................................................................................  

4. DISCOVERY / MOTION PRACTICE .............................................

4.1 Focused / Purposeful .....................................................................
4.2 Depositions ..................................................................................
4.3 Depositions of Corporate Representatives ....................................
4.4 Motions ........................................................................................

5. SETTLEMENT OPPORTUNITIES / PROPOSAL FOR SETTLEMENT ............................................................

5.1 Settlement Demands .....................................................................
5.2 Proposal for Settlement ................................................................
5.3 Serving a Proposal for Settlement ................................................
5.4 Managing Litigation Strategy .........................................................

6. APPEALS ......................................................................................

6.1 Receipt of Notice of Appeal ............................................................
6.2 Serve a Notice of Appeal ...............................................................  
6.3 Representation in Appellate Matters .............................................
6.4 Appellate Bonding Requirements ................................................

7. LEGAL RESEARCH .....................................................................

7.1 Legal Research Request ...............................................................
7.2 Legal Research Guidelines ..............................................................................................................
7.3 Legal Research Results ....................................................................................................................

8. AUDIT / FILE REVIEW .........................................................................................................................
8.1 Office of Internal Auditor ..................................................................................................................
8.2 Associated Fees ..............................................................................................................................
8.3 Document Retention .......................................................................................................................  
8.4 Audit Results ....................................................................................................................................

9. PUBLIC COMMENT / MEDIA RELATIONS ......................................................................................

10. TERMINATION OF SERVICES ............................................................................................................
10.1 Termination of Assignment ............................................................................................................
10.2 Receipt of Termination of Assignment ..............................................................................................

Appendix A ...............................................................................................................................................

Clerical / Administrative Tasks ..............................................................................................................
1. **OVERVIEW**

1.1. **Understanding the Unique Nature of Citizens Property Insurance Corporation**

A thorough understanding of the unique nature of Citizens Property Insurance Corporation is critical to effective representation of Citizens.

Citizens is a governmental entity and an integral part of the state under section 627.351 (6), Florida Statutes. It is not a private insurance company. Its Board of Governors is appointed by the State’s Governor, Chief Financial Officer, Senate President and House Speaker. It is subject to the chapter 119 public records law and record retention requirements. It does follow the chapter 286 sunshine law requirements.

Citizens aspires to be a responsive steward of the public trust. We strive to be an important insurance safety net for Floridians and to earn respect in protecting Florida’s economic health.

These Guidelines focus on early evaluation and planning, ongoing communication, and a clear delineation of responsibilities and appropriate use of legal services. The goal is to identify the most effective and efficient case plan, and invest resources accordingly. Through teamwork, joint accountability and commitment to the overall ideals of Citizens Property Insurance Corporation, we strive to achieve effective relationships with the law firms representing Citizens and fiscally responsible management of matters involving legal services.

1.2. **State Governmental Entity**

Citizens is a Florida governmental entity established pursuant to its enabling statute, F.S. 627.351(6), and is subject to certain, but not all, laws applicable to state government entities.

1.3. **Citizens’ Enabling Statute, F.S. 627.351(6)**

It is the responsibility of any firm providing legal services on behalf of Citizens to thoroughly review and gain a competent understanding of the enabling legislation and consider such legislation during the representation of Citizens.

1.4. **Code of Ethics**

Citizens’ enabling statute imposes ethical standards on Citizens and its employees and board of governors. These standards include a “no gift” rule and are incorporated into Citizens’ Code of Ethics, which also applies to vendors and law firms working with Citizens. All law firms providing legal services on behalf of Citizens are subject to Citizens’ Code of Ethics and are required to submit a complete and executed Vendor Conflict of Interest Form to Citizens’ Purchasing Department. The Code of Ethics and
Vendor Conflict of Interest Form are available at [www.citizensfla.com](http://www.citizensfla.com) under “Purchasing”.

### 1.5. Public Records

Citizens is subject to Florida's public records requirements under Chapter 119, Florida Statutes and s. 24(a), Art. I of the State Constitution. There are various exemptions applicable to Citizens, under Citizens’ enabling statute, including: “matters reasonably encompassed in privileged attorney-client communications” (continues through and after conclusion of matter); claims files (until termination of all litigation and settlement of all claims arising out of the same incident, although portions of the claims files may remain exempt, as otherwise provided by law); information relating to negotiations for contractual services (until conclusion of the negotiations); and under Chapter 119, including the attorney-work product (until the conclusion of litigation). Certain documents generated by the Firm in its representation of Citizens may be subject to public records laws, subject to applicable exemptions. The firm shall comply with applicable record retention laws and Citizens’ policies.

Upon receipt of a public records request directed to the Firm pertaining to Citizens’ subject matter, the Firm shall immediately notify Citizens’ records custodian (and the Citizens employee supervising the Firm’s work) of such request and will work cooperatively with Citizens to respond to the request, in accordance with the requirements of Chapter 119, Florida Statutes. In no event shall the Firm respond to such request outside of Citizens’ direction and involvement.

### 1.6. Immunity

Citizens’ enabling statute grants immunity for all causes of action against Citizens, except as listed by statute. Citizens acknowledges that this is a unique and novel issue for most courts and the legal community, in general. As such, it is critical that Citizens be aware of any challenges to immunity from the outset. In the event that any issues challenging Citizens’ immunity are raised in the course of litigation, such issues must be immediately (the same day) raised to the attention of Citizens’ Legal Services Department.

### 1.7. Professional Conduct

Any law firm providing legal services to Citizens shall ensure that its personnel complies with all applicable standards of ethics and rules of professional responsibility, including the Florida Rules of Professional Conduct promulgated by the Florida Supreme Court for attorneys practicing in Florida (or similar standards applicable to attorneys practicing outside the state of Florida). Such standards include rules related to conflicts of interest and confidentiality that are intended to protect Citizens and Citizens’ information.
Additionally, in keeping with vision and mission of Citizens as entrusted by the Florida legislature, Citizens expects all attorneys and legal professionals acting on its behalf, to adhere to the initiatives for Professional Conduct as promoted by the Florida Bar Center for Professionalism.

1.8. **Conflict of Interest**
Prior to representing Citizens, the law firm must undertake reasonable and customary efforts to determine that no actual or potential conflicts of interest exist with any individual attorney or staff personnel working for the firm that would bar that individual or firm from representing Citizens. In the event the firm hires or retains any additional individual attorney or staff personnel, the firm must undertake the same reasonable and customary efforts to determine whether any such conflicts may exist.

Prior to accepting any specific assignment, counsel must undertake reasonable and customary efforts to determine that no actual or potential conflicts of interest exist that would bar counsel from representing Citizens.

In the event an actual or potential conflict is identified, counsel shall immediately notify Citizens. Citizens retains the right to decline representation and to withdraw any pending matters with the firm in the event of an actual or potential conflict. A waiver of conflict must be executed by Citizens before counsel may proceed with representation on behalf of Citizens.

Should any conflict of interest arise during the course of representation, the Firm will take no action that would prejudice the interests of Citizens in the matter.

1.9. **Malpractice Insurance**
The Firm shall maintain in effect, at its sole expense, legal malpractice insurance of such a type and with such terms and limits as may be reasonably associated with providing legal services on behalf of Citizens. Upon request, the Firm shall provide Citizens with the certificates of insurance.

1.10. **Compliance with Laws**
The Firm will comply with all applicable laws, ordinances, rules, and regulations governing the Firm’s duties or responsibilities associated with providing legal services on behalf of Citizens. The Firm is responsible for assuring that all persons who perform services for Citizens are properly licensed and are maintaining compliance with all applicable laws governing their conduct.

1.11. **Cooperation with Other Law Firms**
Situations may arise when it is necessary for Citizens to retain the services of additional counsel to work independently or in conjunction with your Firm on common issues or matters. The Firm’s cooperation and compliance with all requests for information, assistance and collaboration from Citizens or other counsel is required.

1.12. Nature of Business Relationship with Citizens
For any law firm providing legal services on behalf of Citizens, the Firm acknowledges that the business relationship between the Firm and Citizens is that of an independent contractor. Nothing herein, or in any representation undertaken, shall be deemed to constitute that Citizens and the Firm are engaged in a partnership, joint venture, or agency for any purpose whatsoever. The Firm shall be responsible for maintaining its own public liability, professional liability and malpractice insurances.

2. LEGAL SERVICES REPORTING REQUIREMENTS
Communication is an essential element of our strategic partnership. It is imperative that we are informed, in a timely manner, of emerging facts, shifting emphasis and other significant developments that impact case evaluation.

2.1 Acknowledgement of Assignment
Within three (3) business days of assignment, the Firm shall acknowledge receipt of the newly assigned matter in writing to Citizens, including a statement acknowledging that no conflicts exist with acceptance of assignment. Any matters of immediate concern, or information that may result in early resolution of the case, should be addressed in the acknowledgement letter.

2.2 Litigation Reports
2.2.1 Initial Report
The Initial report is due to Citizens within twenty (20) days of case or matter assignment. The Initial report should include the following information necessary for initial evaluation and development of case plan:

A) Facts (Date and circumstances of action and significant background information)
B) Damages
C) Preliminary Analysis (Anticipated defenses, legal theories, application of fact to theories, conclusions based on application of facts to theories)
D) Significant Evidentiary Issues
E) Initial Discovery
F) Initial Case Evaluation (Strength / weakness of defenses with anticipated likelihood of success, strength / weakness to Plaintiff's assertions)
G) Motion Practice (Pending or anticipated Motion(s), anticipated benefit and outcome)
H) ADR
I) Further Investigation / Other Activities
J) Settlement Opportunities and Recommendations
K) Projected Completion Date for initial phase
L) Projected Budget tailored to specific litigation phase

2.2.2 Interim Report
The Interim report is intended to supplement prior reports as needed for significant case developments. An Interim report should be submitted as significant case developments occur and as needed for revision of the case plan. This report should include the following as applicable to the individual case:

A) Update Discovery
B) Motion Practice
C) Case Evaluation
D) ADR
E) Further Investigation / Other Activities
F) Settlement Opportunities and Recommendations

2.2.3 Pre-Mediation Report
The Pre-Mediation report is due to Citizens no later than twenty (20) days prior to the scheduled Mediation date. The Pre-Mediation report should include the following necessary for settlement evaluation:

A) Facts
B) Damages
C) Liability Analysis
D) Significant Evidentiary Issues
E) Settlement Evaluation and Recommendations

2.2.4 Pre-Trial Report
The Pre-Trial report is due to Citizens no later than thirty (30) days prior to the scheduled Trial date. The Pre-Trial report should include the following necessary for a comprehensive evaluation of the case and potential for success at trial:

A) Trial Date
B) Trial Judge (Prior experience, reputation, evaluation, etc.)
C) Potential Jury Panel
D) Facts
E) Damages
F) ADR
G) Pending Pre-trial discovery
H) Pre-trial Motions
I) Significant Arguments of Plaintiff
J) Significant Defense Arguments
K) Evaluation of Witnesses
L) Updated Evaluation (Including settlement recommendations, potential judgment / verdict – best day vs. worst day outcomes, likelihood of success for defense)
M) Trial Cost Estimate

2.2.5 Post-Trial Report
The Post-Trial report is due to Citizens within five (5) days after the termination of the trial. The Post-Trial report should summarize the evidence and events at trial, the outcome and basis for such findings, as well as potential for appeal by either party.

A copy of all case law cited in any report and relied upon by the attorney in forming his / her legal opinion should be provided to Citizens.

3. BILLING FOR LEGAL SERVICES
Citizens will construe each statement for legal services as a representation by the Firm that the statement (1) has been reviewed by the attorney having primary responsibility for that matter, (2) accurately reflects reasonable and necessary time, billing and expenses for that matter, and (3) complies with Citizens’ billing policies as described herein and applied through any billing service employed by Citizens.

3.1 Budget
For each litigation matter assigned to the Firm, a detailed budget is to be submitted with the Initial Report reflecting the anticipated fees and expenses for the various stages throughout the assignment. Thereafter, revised budgets should be submitted when case developments significantly alter the existing budget or case plan. Preparation of a budget is not a billable task, and any charges submitted for the same will not be honored by Citizens. From time to time on non-litigation matters assigned, Citizens may request a detailed budget to be submitted.

3.2 Invoice Submission Procedure
The billing on each matter is to be submitted on a monthly basis (30 day cycle). A final bill for all outstanding charges should be forwarded immediately by the Firm upon the conclusion of each matter.
All invoices for the Firm shall be submitted to Citizens’ Accounts Payable department at Post Office Box 10749, Tallahassee, Florida 32302-2749, or by electronic method if notified by Citizens.

Within thirty days of actual receipt of the invoice, Citizens will either return the invoice to Vendor for correction, or approve it and process it for payment. Citizens will not honor interest fees, or other late fees, assessed by the Firm for any invoice submitted for payment.

3.3 Format
3.3.1 All billing is to be submitted in an itemized format reflecting the actual time spent on each task and shall reflect the following information:
   A) The contract number;
   B) Firm name and address;
   C) Firm Federal Employment Identification Number (FEIN);
   D) Citizens’ Contract Manager’s Name;
   E) A detailed description of each task performed (Each task is to be billed separately; block billing will not be honored);
   F) Name or initials of the individual who performed the task;
   G) The amount of time, by the tenth of the hour, spent to perform each task;
   H) The hourly fee for the individual who performed the task, when applicable;
   I) The total time and fees charged by each individual for the applicable billing period;
   J) The total time and fees charged for all individuals for the applicable billing period;
   K) Itemized accounting of all expenses with supporting documentation.

3.3.2 Generic descriptions of tasks performed, such as the following, without further details are not acceptable:
   A) Review case and issues
   B) Review correspondence
   C) Telephone call
   D) Trial preparation
   E) Update strategy
   F) Motion work
   G) Prepare for meeting
   H) Receive / review documents
   I) Travel
   J) Research
   K) Analysis

3.3.3 Citizens may require any other information from Firm that Citizens deems necessary to verify any payment request placed under the Contract. Invoices that must be returned to a Firm due to preparation errors will result in a delay in payment.
NOTE: Preparation of an invoice is not a billable task, and any charges submitted for the same will not be honored by Citizens.

3.4 Authorized Billing Personnel
The Firm will designate one senior level attorney to have primary responsibility for each matter assigned by Citizens. Each matter is expected to be staffed economically and effectively according to the specific needs of the assignment. It is expected that each task is to be accomplished by one legal professional. Pre-approval must be obtained from Citizens for any given task that may necessitate more than one legal professional (billing should reflect the name of the Citizens’ representative authorizing the use of multiple personnel). Citizens will not honor fees submitted for tasks deemed to be clerical in nature or time associated with administrative functions (please refer to Appendix A for a list of such tasks). Additionally, Citizens will not honor fees submitted for duplication of efforts caused by the Firm’s staffing requirements.

In an effort to ensure economic and efficient handling of each matter assigned to the Firm, no more than two attorneys (one senior level attorney and one associate/junior level attorney) should be assigned to an individual matter for handling throughout the life of that matter. Billing by an unauthorized attorney on an individual matter will not be honored. Should it become necessary to assign additional attorneys to the matter, prior approval from Citizen’s counsel is required.

3.5 Use of Associate / Junior Attorneys or Paralegals
A balance must be struck between the efficiency a more experienced lawyer brings to a given task and the advantages of having the task performed by a junior lawyer or a paralegal. In matters where the services of a junior attorney or paralegal are employed, Citizens expects all work performed to be overseen and approved by a senior attorney.

Citizens is not responsible for the training of law firm personnel. Although it is recognized that frequent reviews and conferences are necessary for the training of new associates and paralegals, Citizens will not honor billing for such matters.

3.6 In-Firm Conferences and Memoranda
Unless otherwise approved by Citizens, billing for in-firm conferences and memoranda between attorneys or legal professionals of the same law firm will not be honored by Citizens. Approved billing for such in-firm conferences will be authorized only when the specific need arises in order to provide effective representation due to the unique circumstances of an assignment.

3.7 Multiple Attendees
Unless otherwise approved by Citizens, fees shall be billed for only one attorney in attendance at trial, court appearances, meetings, depositions, witness interviews, inspections and other functions.
3.8 **Fees**
All matters are assigned for hourly billing unless alternative fee arrangements have been specified by Citizens. Any changes in the hourly rates (or alternative fee arrangements) must be pre-approved by Citizens in writing; unilateral rate or fee increases will not be honored.

3.9 **Expenses**
Citizens is not responsible for charges or reimbursement for overhead office expenses incurred by the Firm. Such overhead expenses would include the following:

A) Photocopying expenses associated with the lease, purchase or maintenance of equipment;
B) Postage;
C) Telephone charges (except long distance);
D) Facsimile charges;
E) Subscriptions, including those for legal periodicals, reference manuals, and research materials;
F) Computerized legal research access, software and subscriptions;
G) Computerized case management software or subscriptions;
H) Reviewing / analyzing conflicts within the Firm;
I) Local Mileage (within a 50 mile radius from the Firm’s local office);
J) Parking fees;
K) Courier / Delivery service (unless pre-approved by Citizens in extraordinary circumstances);
L) Office supplies;
M) Non-attorney / non-paralegal staff;
N) Local meals or refreshments during meetings;
O) Utilities or rental fees for office facilities; and
P) Seminars attended by attorneys or legal professionals.

3.10 **Travel Expenses.** Long distance travel is defined as any travel outside of a 50 mile radius from the Firm’s local office. The Firm shall consult with Citizens prior to incurring any expenses associated with long distance travel as defined herein. Except as otherwise agreed to by Citizens in writing, Citizens will reimburse the Firm only for travel expenses that are necessary and reasonable in nature and amount, subject to Citizens’ Vendor Travel Reimbursement Guidelines, as currently in effect and amended in the future. To the extent of any conflicts, the terms of the written agreement with the Firm, as modified by any addenda, control over the Reimbursement Guidelines.

3.11 **Expenses for Professional Services/Experts**
The Firm must consult with and obtain approval from Citizens prior to incurring expenses for experts, consultants, investigators, temporary attorneys or outside paralegals, or other professional services.
3.12 Vendor Bills
Charges for approved services by outside vendors, in the form of the original invoice, should be submitted to Citizens for direct payment in the method as directed by Citizens. In the event that the Firm incurs any expenses for such services, Citizens will reimburse the Firm for the actual cost of the service. To be eligible for reimbursement, the Firm must submit the vendor’s invoice and other associated documentation containing the following information: (1) Name of vendor, (2) Date charges incurred, (3) Specific description of service, (4) Identification of matter with which service is associated, and (5) Amount charged for service.

3.13 Retainer
Citizens does not provide a retainer for fees or costs for legal services rendered on its behalf. Any retainer routinely applied by the Firm will be deemed waived for any assignment from Citizens.

Citizens shall have the right to decline to pay or to seek reductions and / or refunds for any charges that fail to comply with the billing requirements set forth herein, and / or are not fully explained or documented by the Firm.

4. DISCOVERY / MOTION PRACTICE

4.1 Focused / Purposeful
Any discovery conducted on behalf of Citizens shall be focused and purposeful in light of the needs and issues associated with the specific matter.

4.2 Depositions
4.2.1 The Firm should evaluate the need for each deposition and should only pursue such depositions when necessitated by the unique circumstances of the specific matter. The Firm should evaluate the need for transcription of the deposition; however a copy of any transcript obtained should be provided to Citizens in a timely manner.

4.2.2 The Firm shall consult with Citizens prior to initiating any deposition, if not already approved through the case plan. The Firm shall immediately notify Citizens of any depositions requested by other parties, coordinate with Citizens for the scheduling of any deposition of a Citizens representative, and provide timely updates as to the rescheduling of any deposition.

4.2.3 It is the responsibility of the Firm to ensure that all witnesses testifying on behalf of Citizens are sufficiently prepared for each and every deposition. In the event a Corporate Representative is required for deposition, the Firm shall immediately notify Citizens
and cooperate with Citizens Legal Department in the designation and preparation of such witness for deposition.

4.2.4 In the event that a notice for deposition requires production of any documents held by Citizens, the Firm shall immediately notify Citizens and comply with Citizens’ policies regarding records production.

4.3 **Depositions of Corporate Representatives**

In any instance when the deposition of a Corporate Representative on behalf of Citizens is requested by another party, such request must be communicated in writing to Citizens’ counsel immediately (the same day). Prior to designating a Corporate Representative for any purpose, Citizens requires receipt of the Notice of Deposition outlining the specific topic areas for which a Corporate Representative is requested. Only after Citizens’ review and careful consideration of the topic areas outlined in the Notice of Deposition will the appropriate individual(s) be designated to testify as Corporate Representative on behalf of Citizens. Additionally, Citizens requires that the Firm file a “Notice of Designation” prior to producing any individual as Corporate Representative outlining the specific topic areas for which the designee is offered, along with any applicable discovery objections. An exemplar of the “Notice of Designation” can be obtained from Citizens’ counsel.

4.4 **Motions**

4.4.1 The Firm should evaluate the need for motion practice, and consult with Citizens regarding the intent and expected outcome of each Motion.

4.4.2 The Firm shall not file any of the following Motions without prior approval from Citizens’ Legal Services Department:

   A) Motion for Sanctions pursuant to F.S.57.105
   B) Motion to Dismiss for Fraud and / or Material Misrepresentation
   C) Motion for Summary Judgment
   D) Motion to Compel, of any type

4.4.3 Upon filing of any of the following Motions by another party, the Firm must notify, and provide a copy, to the Citizens’ Legal Department immediately (the same day) of such Motion:

   A) Motion for Sanctions pursuant to F.S.57.105
   B) Motion to Dismiss Counterclaim
   C) Motion to Strike Affirmative Defense
   D) Motion for Summary Judgment
   E) Motion to Compel, of any type
5. SETTLEMENT OPPORTUNITIES / PROPOSAL FOR SETTLEMENT

5.1 Settlement Demands
The Firm shall immediately advise Citizens of any settlement demands or settlement opportunities that may arise in each matter. The Firm shall consult with Citizens and obtain approval prior to engaging in any settlement negotiations on behalf of Citizens.

5.2 Proposal for Settlement
The Firm shall immediately notify Citizens of the receipt of a Proposal for Settlement and submit a copy of the Proposal for Settlement in a timely manner. The Firm shall consult with Citizens and obtain approval prior to any acceptance or rejection of a Proposal for Settlement.

5.3 Serving a Proposal for Settlement
The Firm shall not serve a Proposal for Settlement on behalf of Citizens without prior approval from Citizens. This is not meant to interfere with any independent offer for settlement from an insured when such an offer is made outside of Citizens’ contractual obligations to the insured and for which Citizens is not responsible.

5.4 Managing Litigation Strategy
As the primary responsibility for directing and managing litigation strategy lies with the Citizens’ staff counsel, he/she may handle settlement negotiations directly with opposing counsel. In such situations, Citizens’ staff counsel will notify Firm’s counsel of the intent to enter into direct negotiations in order to avoid confusion or contradictory communications to opposing counsel.

6. APPEALS

6.1 Receipt of Notice of Appeal
The Firm shall immediately advise Citizens of the receipt of a Notice of Appeal and submit a copy of the Notice in a timely manner. The Firm shall obtain Citizens’ approval prior to taking any action in response to the Notice of Appeal.

6.2 Serve a Notice of Appeal
The Firm shall not serve a Notice of Appeal on behalf of Citizens without the express authority and approval of Citizens.

6.3 Representation in Appellate Matters
Any Firm representing Citizens in an appellate matter shall be expected to work closely in conjunction with Citizens’ counsel and Citizens’ Legal Department regarding the legal positions asserted on behalf of Citizens.
6.4 **Appellate Bonding Requirements**
As a state governmental entity, Citizens is exempt from appellate bonding requirements pursuant to Florida Rules of Appellate Procedure Rule 9.310(b)(2).

7. **LEGAL RESEARCH**
   7.1 **Legal Research Request**
The need for legal research must be discussed and pre-approved by Citizens. The results of any such research must be provided to Citizens in a timely manner.

For certain matters, Citizens may already be in possession of relevant legal research which may be made available to the Firm. In such circumstances, additional research by the Firm will be approved only to the extent needed for unique factual scenarios relevant to a particular case.

7.2 **Legal Research Guidelines**
Legal research in excess of three (3) hours in the aggregate on any one particular issue (including computerized research) requires prior approval from Citizens. Fees submitted for any such research conducted without prior approval from Citizens will not be honored.

7.3 **Legal Research Results**
A copy of all case law resulting from such research and relied upon by the attorney in forming his / her legal opinion should be provided to Citizens.

8. **AUDIT / FILE REVIEW**
   8.1 **Office of Internal Auditor**
Citizens’ enabling statute establishes the Office of the Internal Auditor (“OIA”). Through its OIA, Citizens has the right to review any of the Firm’s business books, works, or documents specifically related to work performed on behalf of Citizens, in case of an audit or investigation. Citizens shall provide to the Firm reasonable written notice of at least three (3) business days. The Firm shall not unreasonably delay or inhibit Citizens’ right to review as set forth in this paragraph.

8.2 **Associated Fees**
In addition, Citizens reserves the right to review all charges for services and disbursements pertaining to any legal services performed on behalf of Citizens. Citizens reserves the right to conduct on-site audits and file reviews consistent with the Firm’s ethical obligations and in a manner that will not compromise the attorney-client or work product protection
associated with the file. The Firm shall comply with all reasonable requests for information and documents, provided that such documents or information are not privileged.

8.3 Document Retention
Notwithstanding other provisions related to record retention herein, the Firm shall maintain for review by Citizens any documentation, receipts, files, invoices and time-keeping records in support of all disbursements for three (3) years after the file is closed by the Firm. Citizens will not honor fees or expenses associated with audit preparation, proceedings or resolution, unless the expenses are requested and pre-authorized by Citizens (i.e., copying services, delivery services, etc.).

8.4 Audit Results
Audit results may be discussed with the Firm during the visit. Any billing issues identified will be brought to the Firm’s attention for review and comment. The Firm will be required to implement corrective measures to bring the billing practices into compliance with Citizens’ policies and procedures. Citizens will not honor fees or expenses associated with the implementation of any such corrective measures.

9. PUBLIC COMMENT / MEDIA RELATIONS
Unless specifically authorized by Citizens’ Legal Department or Senior Management, the Firm shall not comment publicly on any matter associated with representation on behalf of Citizens. Citizens will be solely responsible for responding to any external inquiries. All such inquiries must be immediately reported to Citizens.

10. TERMINATION OF SERVICES
10.1 Termination of Assignment
Citizens and the Firm may each terminate a specific assignment, or all assignments held by the Firm, at any time upon advance written notice. Citizens may also reassign any matter at any time upon advance written notice.

10.2 Receipt of Termination of Assignment
After notice is received as to the termination of an individual assignment, or all assignments, (1) the Firm will cease to render services to Citizens as soon as allowed by applicable law and ethical and/or court rules, which may include court approval for withdrawal from litigation, and (2) Citizens will take all steps necessary to relieve the Firm of any obligation to perform further, including retention of substitute counsel.
Appendix A

Clerical / Administrative Tasks
The following tasks, clerical and administrative functions are considered overhead and not billable to Citizens:

Open / Create file

A) Organize file materials or records
B) File / Index / Log file materials or records
C) Prepare / Organize file materials or records (including in preparation for meetings, hearings, conferences, depositions, or trials)
D) Bates stamping
E) Order records
F) Retrieval of file materials or records
G) Pick up / Delivery of file materials or records
H) Photocopying documents
I) Mailing / Faxing / Emailing documents
J) Posting correspondence, pleadings or documents to online systems utilized by Citizens
K) Telephone calls associated with arranging or follow-up for records to be produced in response to Subpoena or discovery request
L) Data entry functions
M) Scheduling functions (including meetings, hearings, depositions, conferences)
N) Calendaring functions
O) Coordinating functions (including meetings, hearings, conferences, depositions, or trials)
P) Telephone calls associated with scheduling or coordinating functions
Q) Travel arrangements
R) Transportation arrangements
S) Closing a file, not a Post Trial Report