ORANGE COUNTY BAR ASSOCIATION: CLERK SELF HELP CENTER

AGREEMENT FOR ATTORNEY CONTRACT SERVICES

THIS AGREEMENT FOR SERVICES is made and entered into this _____ day of _____, 20___, by and between ORANGE COUNTY BAR ASSOCIATION, INC. hereinafter referred to as "OCBA," and _____, Esq., hereafter referred to as "ATTORNEY."

WHEREAS, OCBA is partnering with the CLERK OF THE CIRCUIT COURT, SEMINOLE COUNTY, FLORIDA, to make attorney services available to customers of the Clerk's Office (hereinafter referred to as "pro se litigants") who desire to represent themselves in court through the SELF HELP CENTER, hereinafter referred to as "SHC."

WHEREAS, these services are being made available to these pro se litigants irrespective of the litigant's income and in exchange for a fee;

WHEREAS, OCBA has determined that the most effective means for accomplishing the aforementioned goal is by contracting with private Florida Bar licensed and independently insured attorneys to carry out these services;

NOW, THEREFORE, OCBA and the ATTORNEY hereby enter into the following Agreement:

1. SCOPE OF SERVICES: The ATTORNEY agrees to and shall:
    a. Work on either a full-day or half day basis.

b. Be competent and able to provide legal procedure information and assist pro se litigants in the completion of court-approved forms in the following substantive areas of the law: (1) family law; (2) landlord/tenant law; (3) small claims matters; and (4) probate.

c. Meet with pro se litigants at the SHC located at the Seminole County Civil Courthouse, 301 N. Park Ave. Sanford, FL 32771.

d. In the performance of the foregoing services, the ATTORNEY understands and agrees not to: (1) solicit and retain clients for outside representation in a legal proceeding or other professional gain; or (2) take any action in furtherance of establishing or advancing an attorney-client relationship.

e. Take appropriate steps to ensure that the time spent with each pro se litigant does not exceed the amount of time paid for in advance by the pro se litigant.

f. Notify the OCBA scheduling office no less than three (3) business days before the scheduled shift if the ATTORNEY has a conflict on a scheduled day of work at the SHC.

g. To comply with the monthly time reporting requirements as outlined by the OCBA.

h. To arrive 15 minutes prior to the start of the shift.

i. To occasionally be paired with volunteer law students during their shift at the SHC and are expected to provide the volunteer with the opportunity to assist with legal research, reviewing documents, administrative tasks, translation, and other duties related to assisting with the attorney consultations.

2. CONTRACT ATTORNEY QUALIFICATIONS: The ATTORNEY represents that he or she:

    a. Is a member in good standing with The Florida Bar and the Orange County Bar Association and has practiced law in the State of Florida for at least one (1) year.

    b. Possesses the skills and ability to competently perform the services described in paragraph 1(b).

    c. Is a U.S. citizen, or if a non-citizen, is properly authorized to work within the United States within the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324(a) et seq.

3. PARTICIPATION IN TRAINING: The ATTORNEY understands and agrees that from time to time he or she may be required to participate in training conducted by OCBA or on behalf of OCBA in furtherance of the performance of services under this Agreement.

4. PROFESSIONALISM: The OCBA may terminate this Agreement if the ATTORNEY receives persistent negative feedback from SHC pro se litigants or the SHC staff reports that the ATTORNEY is not conducting him or herself in a professional manner. Negative feedback and professionalism issues will be reviewed by the SHC Committee and the Committee will determine if it is appropriate to remove the ATTORNEY from the panel.

5. TERM OF AGREEMENT: This Agreement may be amended by written agreement of the parties. Either party may terminate this Agreement at any time pursuant to paragraph 5 below provided, however, the ATTORNEY shall be properly paid for all services rendered up to the date of termination.

6. CANCELLATION: Either party has the right to cancel this Agreement without cause by giving ten (10) business days' prior written notice to the other party of the intention to

cancel, or with cause without notice if at any time the other party fails to fulfill or abide by any of the terms or conditions specified in this Agreement. Failure of either party to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the contracting party. Notwithstanding the foregoing, OCBA reserves the right to cancel this Agreement at any time upon ten (10) business days' prior written notice if funding for these services from CLERK OF COURT is lost, or if there is a change in the funding stream from the CLERK OF COURT.

7. COMPENSATION: As compensation for the ATTORNEY providing these services as described herein, OCBA shall pay the ATTORNEY $200 per full day or $100 per half day. A full day constitutes working from 8:00 a.m. until 4:00 p.m. with one (1) hour for lunch. A half day constitutes working from 8:00 a.m. until 12:00 p.m. or 12:00 p.m. until 4:00 p.m. with no break for lunch. All payments to the ATTORNEY shall be made by OCBA within thirty (30) days following the ATTORNEY'S timely submission of his/her timesheet. ATTORNEYS are responsible for submitting the timesheet within five (5) days after the last day of the month. The timesheet form will be provided to the ATTORNEY by OCBA. No compensation/reimbursement will be provided for incidental expenses incurred in connection with the performance of these services, including, but not limited to, reimbursement for travel time and/or mileage, and parking fees.
8. LICENSE/INSURANCE/INDEMNIFICATION: OCBA will secure and maintain records reflecting that all attorneys performing under this Agreement are duly licensed to practice law by The Florida Bar and have provided proof of their own professional liability

insurance in the minimum amount of $100,000. In addition to the foregoing, the ATTORNEY shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless OCBA from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the ATTORNEY in connection with the rendering of services described herein, or by or on account of any act or omission, neglect, or misconduct of the ATTORNEY.

9. ASSIGNMENT: The ATTORNEY signing this Agreement shall personally perform all services described herein. Any assignment, substitution, or subcontracting of these duties shall be made by OCBA in the event an attorney is unable to fulfill his/her duties on a given day at the SHC.
10. INDEPENDENT CONTRACTOR STATUS: The ATTORNEY understands and agrees that he or she shall perform under this Agreement as an independent contractor, and nothing contained herein shall in any way be construed to imply that the ATTORNEY is an employee, agent, partner, or joint venture with the OCBA.
11. GOVERNING LAW: The laws of the State of Florida shall govern this Agreement.
12. VENUE: The parties submit to the jurisdiction of the State of Florida and courts for or in Orange County, Florida, and agree that any legal action or proceeding relating to this Agreement shall be brought in those courts.
13. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties. Any amendments or modifications thereto must be in writing and signed by both parties.
14. SEVERABILITY OF AGREEMENT: The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be

held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and, notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

By: _____
Jenny Brown
Executive Director
Orange County Bar Association, Inc.

_____
Date

_____
Attorney Signature

_____
Attorney Printed Name

_____
Witness Signature

_____
Witnessed Name Printed

_____
Date