



GUIDELINES FOR OUTSIDE COUNSEL

The Maricopa Community College District (MCCCD) hires outside law firms to defend it in litigated cases based on the firm's expertise and high ethical standards. Because the Office of the General Counsel (OGC) is ultimately responsible for representing MCCCD in all legal matters, the relationship with outside law firms is that of partners. Therefore, OGC will partner with outside attorneys to ensure cost and resource efficiency. These guidelines outline that partnership.

Time Billing

The MCCCD OGC issues a solicitation every five years for a master list contract of law firms in various practice areas. The contract specifies the hourly rates of the firm's attorneys (partner, of counsels and associates) and its paralegals along with its charges for routine expenses such as electronic research, courier service and copying. The contract also places a cap on increases in rates for years two through five of the contract.

OGC may also purchase the services of firms from the contracts of other Arizona public entities, such as the Arizona Attorney General's Office. The procedures below apply to any purchase of legal services by the OGC.

- Procedures for Charging Fees and Expenses

Firms and attorneys providing services to the OGC must follow these procedures in making decisions that will result in fees and costs charged to OGC:

- Additional Staffing. As a general rule, all professional and non-professional staff that a firm assigns to a matter beyond the staff approved at the time that OGC first hires the firm requires the pre-approval of OGC. Non-professional staff includes law clerks, librarians and investigators. Regardless of whether a firm submitted a budget or not, the firm may not assign an additional attorney, paralegal or non-professional staff to work on a matter without OGC approval. Thus, if the firm believes that additional attorneys, paralegals or non-professional staff are needed, it must obtain OGC approval before doing so. If the fees for those staff are not set forth in the firm's contract with OGC, then OGC must approve the amount of the fees charged as well.
- Billings. The firm must send its litigation budget (including updates), if applicable, and monthly bills in electronic form to:
 - The OGC attorney overseeing the matter;
 - Le L. Dinh at: le.dinh@domail.maricopa.edu
 - Donna Huetter at: donna.huetter@domail.maricopa.edu (if the matter involves an insurable claim - generally claims alleging state or federal

employment or discrimination law or violations of intellectual property law, or tort claims)

- Impermissible Charges. Charges for which OGC will not pay are specified under “Contents of Bill” and “Expenses” in these Guidelines.
 - Litigation Budgets. The only attorney, paralegal and non-professional staff fees and expenses that a firm may invoice are those specified in the budget for the matter approved by OGC.
 - No Budget Submitted. If, for some reason, OGC hired the firm for a non-litigation matter or for a litigation matter without asking for a budget, the firm may invoice only for the services of the attorney and, if applicable, the paralegal and non-professional staff approved by OGC when it assigned the firm to the matter. Additionally, the only expenses that may be invoiced are routine expenses at rates specified in the contract. OGC must approve the assignment of additional attorneys, paralegals and non-professional staff and all non-routine expenses in advance of the firm incurring them for the particular matter.
 - Updating Budgets. Firms should update their budgets without being asked when the progression of the matter suggests that the budget is likely to change materially.
 - Unspecified Rates. If a firm’s contract specifies attorneys by name and their fees, and either OGC or the firm wishes to assign an attorney at the firm who was not listed in the contract, the fees that OGC will accept for that attorney must be no higher than those for attorneys with similar experience in the firm identified in the contract. OGC must pre-approve those rates.
 - Annual Increases. Attorneys working on a matter for OGC are responsible for ensuring that any increase in their fees and the fees for paralegals and non-professional staff specified the contract complies with the percentage increases specified in the contract. Increases may only occur on July 1 of years two through five of the contract. OGC will be entitled to a credit for any fees that exceed the percentage increases identified in the contract.
 - Third Party Consultants. A firm may not use a third-party consultant on a matter without the prior approval of OGC of the consultant, its fees and any consultant costs.
 - Travel. OGC must pre-approve any travel related to a matter. OGC will reimburse travel and related expenses at rates that it reimburses its employees. Reimbursement requires submission of original invoices for all expenses.
 - Other Arizona Contracts. If OGC purchases the services of a firm from a cooperative contract of another Arizona public entity, OGC expects the firm to comply with these Guidelines.
- **Contents of Bill**. All bills should contain at least the following information:
 - **The date of each service performed and a full description of each service rendered. A full description should include the activity performed, the names of the individuals involved, and the subject or purpose of the charges. For example, bills should**

reference the purpose of conferences and the names of participants, the subject matter and recipient of all correspondence prepared or reviewed by the firm, the titles of documents; proceedings and motions, and the specific issues involved in any legal research billed;

- The name of each partner, associate and paralegal performing each service and the number of hours worked on each task, billed in .10 hour increments (tasks charged as "block" or multiple item entries are not acceptable);
 - Total fees for all professional services rendered during the billing period; and
 - The combined total for professional services and disbursements for the billing period
- **Combined Tasks.** In order to evaluate a bill, OGC will not accept a bill that combines several unrelated tasks with a single total for the time spent to perform the tasks, and will return the bill for further clarification.
 - **Legal Research.** Bills should separately describe each topic researched, specify the time spent researching each topic and whether the research was on-line (e.g., Westlaw or Lexis). MCCCCD will only pay for legal research that the responsible OGC attorney pre-approves.
 - **Bill Summary.** Each monthly bill should include a summary of the time and charges for each person who performed tasks during that month.
 - **e-billing.** The MCCCCD OGC is considering an e-billing application and any potential law firms that MCCCCD is doing business with must agree to e-billing and provide an interface for outside counsel to input information. The MCCCCD OGC is also considering a quick payment discount, i.e., if the MCCCCD pays the law firm invoice within ten (10) business days of submittal, legal fees are reduced two percent (2%) by the law firm.
 - **Impermissible Charges.** MCCCCD will not pay for:
 - Preparation of budgets, bills or responses to billing inquiries.
 - Clerical work, even if performed by attorneys or paralegals (e.g. bates stamping/date stamping, enclosure letters, e-filing, etc.).
 - Training or educating employees.
 - Basic research on matters presumed to be within the Firm's expertise (e.g. basic principles of employment law, rules of court, class action requirements, etc.).
 - Unnecessary internal conferences about a case, such as conferences between attorneys in the firm about case status. Charges for administrative or supervisory conferences, including work assignments and status updates, will not be paid. Only one attorney fee will be reimbursable for strategic meetings.

Expenses

- **Expense Itemization.** Each bill should contain an itemized list of all disbursements and costs (include the per page charge for photocopies, etc.), including date incurred and who requested the disbursement. Receipts must be retained and may be requested from time to time
- **Impermissible Charges.** MCCCCD will not pay for:
 - secretarial, word processing, proofreading, filing, clerical services
 - computer resources, other than legal research as detailed above

- costs of maintaining an office, such as conference rooms or supplies
 - meals
 - local travel or faxes
 - travel unless the responsible OGC attorney pre-approves (Travel is reimbursed at rates that MCCCDC reimburses its employees. For more information, go to:
<http://www.maricopa.edu/business/ap/travel/index.html>)
- Charges Billed At Cost. Outgoing long-distance faxes, computerized research and messengers should be billed at cost.
 - Filing. Consistent with meeting filing deadlines, the primary attorney should attempt to use filing alternatives such as fax filing, on-line filing, or mailing to save the expense of personal filing services.

Case Evaluation and Budget

- Early Evaluation. An attorney in the OGC will be responsible for managing litigation. The responsible OGC attorney will work with outside counsel to evaluate cases and determine the best defense strategy. This evaluation will include an initial task-based budget with a breakdown of the projected hours and fees assigned to each task. OGC will anticipate receiving the initial budget within forty-five (45) days of case assignment. The responsible OGC attorney will then schedule a meeting or telephone conference to discuss the outlined tasks and budget. Additionally, the budget will serve as an initial litigation plan.
- Revisions. If unanticipated events necessitate revising the budget, the primary outside attorney (primary attorney) should notify the responsible OGC attorney as soon as possible and always before exceeding the approved budget. A revised budget should be submitted in writing.
- Initial Case Evaluation Meeting. Within forty-five (45) days of case assignment, the primary attorney should schedule an initial case evaluation and strategy meeting with the responsible OGC attorney and Risk Management. The attorneys will discuss liability and damage issues, legal and factual defenses, factual investigation, anticipated discovery; motions including motions for summary judgment, case value, settlement value and alternate dispute resolution.

Work Assignments

- Multiple Staff Assignments. MCCCDC assumes that the primary attorney and one associate will defend a case. If the primary attorney wishes to assign tasks to other attorneys, the responsible OGC attorney must approve the assignments. During the initial case evaluation, the primary attorney should identify the members of his or her firm who will work on the case - including the year of Bar admission of any associate and a description of related experience - and the anticipated duties of each person. If the primary attorney wishes to make further assignments during the litigation process, he or she should first consult with the responsible OGC attorney.

In making staffing changes, the primary attorney should note that MCCCDC will not pay for the transition or learning time resulting from a staffing change, and this time should not appear on a bill.

- Assignment Levels. The primary attorney should assign tasks at the most efficient level (i.e., partner, associate, paralegal, clerk or secretary) consistent with high-quality legal services. If the fee schedule approved by the OGC includes higher fees for partners than associates and paralegals, partners should perform the more sophisticated legal work not appropriately assigned at a lower level. Similarly, associates should perform only those tasks requiring use of an attorney, and paralegals should only perform work that is not clerical. **Bills must include sufficient detail to demonstrate that the level of work is appropriate to the level of the person performing it.**
- Single Assignments. The primary attorney should assign only one person to attend meetings, depositions, mediations and arguments, and to perform other necessary tasks, unless the task absolutely requires more than one person. OGC expects the assignment or attendance of more than one person will be the exception.
- Work by MCCCDC. The primary attorney should give consideration to whether some of the work can be performed by lawyers, paralegals or other persons employed by MCCCDC, and whether other ways exist to accomplish tasks to minimize the time required by the Firm without compromising the quality of legal services.

Communication

- Communication is the key to maintaining a partnership with the OGC. It is in the mutual interest of the OGC and the assigned law firm to have no surprises. The primary attorney should keep the responsible OGC attorney apprised regularly as to the progress of the case and especially before making decisions significant to the outcome of the case. Risk Management should be copied on all correspondence, filings, and billings. It may be necessary to copy MCCCDC's insurance carrier(s), as well. The names and contact information of all people to be copied is provided in the attached contact sheet.
- Whenever possible, written communication should be done via email only. As much as possible, we wish to eliminate duplicate copies of correspondence being sent via U.S. Mail or facsimile.

Dispositive Motions

- The primary attorney should draft and file dispositive motions only after consultation and approval of both the responsible OGC attorney.

Settlement

- Sometimes it is in the best interest of MCCCCD to amicably settle cases. If the primary attorney believes that settlement is in the best interests of MCCCCD and that ADR will facilitate settlement, he/she and the responsible OGC attorney should discuss ADR. Neither the primary attorney nor any associate should initiate settlement negotiations or make settlement offers without approval of the responsible OGC attorney. Prior approval may also be required from MCCCCD's insurance carrier and/or the insurance carrier may wish to participate in settlement discussions or ADR proceedings.

ATTACHMENT - LITIGATION BUDGET WORKSHEET

MATTER CAPTION: _____

CAUSE NO.: _____

	FEES	EXPENSES	TOTAL
PHASE I: Investigation and Initial Pleadings. Legal fees and expenses to be incurred from the date this matter is referred to Outside Counsel up to date of filing of the initial complaint or answer.			
Investigation & Analysis			
Settlement Negotiations			
Complaint/Original Petition/ Answer: Research: \$ _____ Drafting: \$ _____ Argument: \$ _____			
Other (Specify): _____			
Estimated Hours for Completion: _____			
PHASE I - TOTAL			
PHASE II: Responsive Pleadings, Motions, Discovery, Legal fees and expenses to be incurred from the date of filing of the initial complaint to the discovery cut off date.			
Settlement Negotiations			
Motions: Research: \$ _____ Drafting: \$ _____ Argument: \$ _____ <input type="checkbox"/> Default Judgment <input type="checkbox"/> Dismissal <input type="checkbox"/> Summary Judgment <input type="checkbox"/> Other _____			
Opposition to (or) Motion to Amend Pleadings: Research: \$ _____ Drafting: \$ _____			

Argument: \$ _____			
Interrogatories/Requests for Admissions			
Response to Interrogatories/Requests			
Discovery Motions (i.e. Protective Order, Compel)			
Depositions (including witness preparation/identify deponents)			
Transcription or Other Review			
Interview/Designation of Expert Witnesses			
Court Ordered Status Conference			
Other (Specify): _____			
Estimated Hours for Completion: _____			
PHASE II - TOTAL			
PHASE III: Pretrial/Trial Preparation. Legal fees and expenses to be incurred from the discovery cut off date until the first day of trial.			
Settlement Negotiations			
Docket Call			
Pretrial Motions and Replies (Specify): _____ Research: \$ _____ Drafting: \$ _____ Argument: \$ _____			
Pretrial Conference			
Pretrial Order (including preparation of witnesses and exhibits lists): Research: \$ _____ Drafting: \$ _____			
Trial Brief: Research: \$ _____ Drafting: \$ _____ Argument: \$ _____			
Preparation of Experts/Witnesses			

Jury Instructions			
Other (Specify): _____			
Estimated Hours for Completion: _____			
PHASE III - TOTAL			
PHASE IV: Trial. Legal fees and expenses to be incurred from the date the trial commences through the entry of final judgment.			
Settlement Negotiations			
Estimated Number of Trial Days: _____			
Trial Fees (aggregate): Partners: \$ _____ Associates: \$ _____ Paralegals: \$ _____			
Expert/Witness Fees and/or Expenses			
Jury Selection			
Responses to (or) Motions for Directed/Instructed Verdict and/or Judgment Notwithstanding the Verdict: Research: \$ _____ Drafting: \$ _____ Argument: \$ _____			
Other (Specify): _____			
Estimated Hours for Completion: _____			
PHASE IV - TOTAL			
PHASE V: Post-Trial. Legal fees and expenses to be incurred after the entry of final judgment, but excluding any appellate actions.			
Settlement Negotiations			
Response to (or) Motion for New Trial: Research: \$ _____ Drafting: \$ _____ Argument: \$ _____			
Prepare Judgment or Order			
Transcript or Other Review			

Attorney Opinion Letter (whether to appeal or respond to appeal)			
Writ of Execution (preparation and filing)			
Other Execution (Specify): _____			
Post Judgment Interrogatories			
Post Judgment Depositions			
Other (Specify): _____			
Estimated Hours for Completion: _____			
PHASE IV - TOTAL			
GRAND TOTAL OF ALL LITIGATION PHASES			

Contact Information Sheet

MCCCD Primary Attorney	Lee Combs
Phone Number	480-731-8878
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Email	Lee.combs@domail.maricopa.edu
Address	2411 West 14 th Street Tempe, AZ 85281
Assistant's Name	
Assistant's Phone	
Assistant's Email	
Preferred Method of Contact	
MCCCD Risk Management	Sheri Swain
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Address	
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