RFP 19-002-CCS: School Board Attorney Services

Proposer: Douglas Law PA d/b/a Douglas & Carter

Contact Person: E. Vernon Douglas Sara Jane Carter Patrick V. Douglas

> 177 NW Madison St. Lake City, FL 32055 (386) 752-5511

> > July 16, 2018

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Letter of Transmittal

Dear Hamilton County School Board:

On behalf of our law firm, I, Vernon Douglas, am pleased to submit the law firm of Douglas & Carter as your proposed School Board Attorney. I understand, as do my law partners Patrick Douglas and Sara Carter, the responsibilities you wish the School Board Attorney to perform and I commit to you that me and my law partners will treat these important duties with the utmost care and attention. We will timely provide competent and practical legal advice to the Board, Superintendent, Assistant Superintendents and other Board employees or administrators as so directed by the Board.

I am fortunate to lead a team of six exceptional attorneys and will ensure the Board's needs are fulfilled promptly, accurately and efficiently. We commit to attending the requested meetings as well as assisting the Board with hearings, providing legal advice as requested in those meetings, and drafting orders consistent with applicable law and based on the Board's findings. I work out of our office located at 177 NW Madison Street, Lake City, FL 32055.

Our attorneys are skilled litigators handing a variety of civil litigation and administrative law matters including contract disputes, business disputes, real estate matters, employment contracts/disputes, wage disputes and family law matters, among others. We routinely draft and negotiate employment contracts, business/vendor agreements and a multitude of other documents required by our clients. We have experience in state and federal courts.

Below are the names and Florida Bar Numbers of the attorneys at Douglas & Carter. Of those listed, Vernon Douglas, Patrick Douglas and Sara Carter are authorized to make representations for the Proposer and their mobile phone numbers are included:

E. Vernon Douglas, Partner (386-288-3444)

Florida Bar No.: 161530

Patrick V. Douglas, Partner (904-327-1804)

Florida Bar No.: 68639

Sara Jane Carter, Partner (904-891-0726)

Florida Bar No.: 15065

Seth Nix, Senior Associate Florida Bar No.: 112668

Worth Ellis, Associate Florida Bar No.: 118181

Sean Crisafulli, Associate Florida Bar No.: 123783

Past Record and Experience

The law firm of Douglas & Carter is a local law firm comprised of six attorneys who operate out of two locations. Our primary location and the location from which this work will be done is 177 NW Madison St., Lake City, Florida 32055. Our secondary location is 2519 Oak Street, Jacksonville, Florida 32204. The work being conducted for the Columbia County School Board will be handled by the attorneys in our firm with the assistance of our paralegals, Kalen Harding and Kira Cutts; as well as our administrative assistant Tiffany Redd.

We are experienced in the areas of law required of a school board attorney. Our attorneys have significant experience in both the public and private sector. Vernon Douglas is well versed in administrative hearings as he has served and currently serves as the board attorney for the Value Adjustment Board for five counties, including Hamilton County. In addition, both Patrick Douglas and Vernon have represented teachers subject to disciplinary proceedings in Columbia County and Duval County and are familiar with navigating the body of administrative law governing those procedures. Attorney Patrick Douglas routinely represents both individuals and companies in a wide range of employment matters from discrimination to ADA compliance to contract/payment disputes. All Douglas & Carters are effective litigators.

Our firm and all of the attorneys within our firm have never been disciplined by the Florida Bar.

We have significant experience in legal and administrative school board matters. We have handled several administrative matters representing teachers in Columbia County and Duval County. In those roles, our attorneys actively worked with applicable school board personnel and their attorneys to efficiently resolve the matters. We have not performed work for school boards during the last five years. Vernon Douglas has been the Value Adjustment Board Attorney for Dixie, Baker, Columbia, Hamilton and Union County since 2015.

Resumes of Lead Attorneys E. Vernon Douglas, Patrick V. Douglas and Sara Jane Carter are attached in that order.

E. Vernon Douglas

177 NW Madison St., Lake City, FL 32055 - 386-288-3444 Vernon@DouglasandCarter.com

Education/Licensure

B.S. - University of Florida

J.D. - Stetson College of Law:

Member of Stetson Law Review

Florida Bar: Member in good standing October 1973 (45 years)

Florida Supreme Court Certified Civil and Family Law Mediator

Settled cases involving business/contract disputes; real estate matters; employment matters; family law matters.

Experience

Columbia County Judge: from January 1977 - January 1989

Third Judicial Circuit Judge: from January 1989 - December 31, 2012

Douglas & Carter Law Firm: January 2013 to Present

Currently committed to the practice of law specializing in civil litigation and family law

Value Adjustment Board Attorney: September 2016 to Present

Serving as Value Adjustment Board Attorney for Columbia, Dixie, Union, Baker and Hamilton County

Code Enforcement Magistrate for Columbia County: January 2016 to Present

Community Involvement/Volunteer Experience

Served as a Green Beret in U. S. Army Special Forces

Eagle Scout, and Scout Master for years producing over 15 Eagle Scouts, including Patrick and Wesley Douglas

Organized and founded the North Florida Charity Airshow for more than 20 years

Married to Debra G. Douglas and have three grown children: Law Partner, Patrick V. Douglas Circuit Judge, Wes R. Douglas Licensed Clinical Social Worker, Jennifer L. Douglas

PATRICK V. DOUGLAS

177 NW Madison St., Lake City, FL 32055 • (904)327-1804 • Patrick@DouglasandCarter.com *Fluent in Spanish

EDUCATION

FLORIDA STATE UNIVERSITY COLLEGE OF LAW

Tallahassee, FL

Juris Doctorate

May 2009

- •Competed in national competitions with the FSU Law Mock Trial Team
- *Articles editor for the Journal of Transnational Law & Policy
- Legal Writing Assistant; Congressional Intern, June 2008; Ambassador, FL Presidential Convention

BRIGHAM YOUNG UNIVERSITY

Provo, UT

Bachelor of Science, Business Management with Honors

May 2006

English Minor

- Published an Honors Thesis on Punitive Damages
- National Coca-Cola Scholar / BYU Academic Scholarship

EXPERIENCE

DOUGLAS & CARTER (Partner / Founder)

Lake City & Jacksonville, FL

2013 -

- •Manage a growing law firm that handles cases state-wide, with a majority concentration in North Florida.
- •Successfully litigate numerous small-business disputes.
- •Draft contracts and litigate contractual disputes.
- •Represent businesses and individuals in employment-related matters including discrimination, contract disputes, compliance and general counsel.
- •Represent numerous seriously injured clients due to the negligence of others.

SMITH, CURRIE & HANCOCK LLP (ASSOCIATE)

Fort Lauderdale, FL

2011 - 2013

- •Successfully litigated construction case involving a \$30 million claim for one of top five contractors in the nation.
- •Structured settlement agreements and successfully procure enforcement.
- Procured and prepared experts in multiple fields; deposed experts.
- Drafted contracts and litigate contractual disputes.
- Routinely appeared at court hearings, mediations and arbitration conferences

QUINTAIROS, PRIETO, WOOD & BOYER, P.A. (ASSOCIATE)

Tallahassee, FL

2009 - 2011

- Litigated in both state and federal courts; conducted all phases of discovery and maintained a case load of over 30 cases included auto liability, premises liability, among others.
- Represented state agencies and Fortune-500 companies in employment discrimination suits; achieved settlements below the anticipated range of my clients.
- Represented Fortune-500 company in product liability suit with exposure of over \$10 million; retained and consulted engineering and medical experts; deposed key witnesses and defended depositions.
- Successfully prepared and argued motions for summary judgment and dismissal in medical malpractice cases as well as real-estate litigation.
- Achieved a defense verdict in jury trial in an auto liability case for insurance carrier; jury found no negligence and awarded no damages to plaintiff.

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PUBLIC DEFENDER, SECOND JUDICIAL CIRCUIT (EXTERN)

Quincy, FL

Achieved "Not Guilty" verdicts for elients in driving under the influence jury trials.

•Successfully managed a large case load and reached favorable settlements as well as many not guilty verdicts in bench trials.

•Drafted and successfully argued motions to suppress and other motions at trial.

INTERNATIONAL EXPERIENCE

FULL-TIME MISSIONARY

Buenos Aires, Argentina

2001-2003

- •Selected to serve in a leadership capacity of training and providing logistical support for over 200 missionaries.
- •Worked more than 60 hours per week providing humanitarian aid and teaching beliefs and life skills.

BAR COURTS AND ADMISSIONS

Florida (2009); U.S. Court for the Northern District of Florida (2009); U.S. Court for the Middle District of Florida (2010)

INTERESTS / COMMUNITY INVOLVEMENT

Board of Trustees, Suwannee Valley Community Foundation Mentor, Big Brothers Big Sisters Eagle Scout, Boy Scouts of America Board Member, Jacksonville Justice Association Competitive Tennis

SARA JANE CARTER

177 NW MADISON ST. • LAKE CITY, FL 32055 (386) 752-5511 •SARA@DOUGLASANDCARTER.COM

PROFESSIONAL EXPERIENCE

Douglas & Carter, 2013 - present, Lake City, FL Managing Partner of Lake City Office

Areas of practice include business litigation, civil litigation, personal injury and family law; Manage Lake City, Florida office; Supervise associate attorneys and other personnel; Give business advice to clients; Review contracts and other business documents; Handle trials; Take and defend depositions; Argue motions at various hearings; Participate in mediations; Actively participate in trial preparation and trial; Compose pleadings and contracts; Research legal issues and draft memoranda.

Carter's Pasture, 1997 - present, Lake City, FL

Co-Owner and Manager

Operating a fifth generation family-owned ranch; Negotiate and manage timber, pine straw and cell tower leases; Successfully negotiated a Wetlands Conservation Easement with the State of Florida under the Florida Forever Program covering over 11,000 acres which involved several appearances before the Cabinet and Cabinet Aides.

Wicker, Smith, 2012-2013, Tampa, FL

Associate Attorney

 Areas of practice include commercial litigation and insurance defense including premises liability, business liability and medical malpractice litigation; Manage cases; Take and defend depositions; Argue motions at various hearings; Participate in mediations; Actively participate in trial preparation; Compose pleadings and contracts; Research legal issues and draft memoranda.

Quintairos, Prieto, Wood & Boyer, 2008 - 2012, Jacksonville, FL Associate Attorney

 Areas of practice include commercial litigation and insurance defense including premises liability, nursing home defense and construction defect litigation; Take and defend depositions; Argue motions at various hearings including punitive damages and motion for summary judgment; Participate in mediations; Actively participate in trial preparation; Compose pleadings and contracts; Research legal issues and draft memoranda.

Anderson, Howell & Ravis, 2008, Jacksonville, FL

Associate Attorney

Areas of practice include victim's rights and personal injury; Second chaired trials; Composed pleadings; Took depositions; Argued motions at various hearings; Researched legal issues and drafted memoranda; Met with clients and signed up new clients; Negotiated settlements.

Jay Howell & Associates, 2007 - 2008, Jacksonville, FL *Associate Attorney*

Areas of practice included victim's rights and personal injury; Composed pleadings; Took depositions; Argued motions at various hearings; Researched legal issues and drafted memoranda; Met with clients and signed up new clients; Negotiated settlements. Significant case includes Fla. Dep't of Health & Rehabilitative Servs. v. S.A.P., 835 So.2d 1091 (Fla 2002).

Volpe, Bajalia, Wickes Rogerson & Wachs, 2005 - 2007, Jacksonville, FL Associate Attorney

 Concentrated practice on complex commercial litigation; Composed pleadings; Took depositions; Argued motions at various hearings; Researched legal issues and drafted memoranda; Met with clients; Represented clients during mediation; Negotiated settlements.

EDUCATION

Florida Coastal School of Law, 2002-2005, Jacksonville, FL

- Juris Doctor
 - Academic Scholarship
 - Dean's List
 - Trial Practice Winning Team Award
 - Contracts Teaching Assistant under Professor Jeff McFarland
 - Family Law Teaching and Research Assistant under Professor Thomas Hornsby
 - Constitutional Law Research Assistant under Professor Stephen Durden
 - Student Ambassadors, Florida Coastal School of Law Chair 2003
 - Center for Strategic Governance, Florida Coastal School of Law Vice Chair 2003

Florida State University, 1997-2000, Tallahassee, FL

- B.S., Food and Nutrition Science emphasis in Dietetics, Minors in English and Business
 - Florida Bright Futures 100% Scholarship
 - Phi Mu Sorority, Alpha Epsilon Chapter, Tallahassee, FL Social Chair 1997-1998
 - Student Dietetic Association, Florida State University Secretary 1999-2000
 - Alternative Break Corps Events Coordinator 2000-2002

CERTIFICATIONS

Florida Bar Member, admitted 2005 United States Middle District of Florida, admitted 2006 United States Northern District of Florida, admitted 2009

HAMILTON COUNTY SCHOOL BOARD RFP 19-002

ASSURANCES AND ATTESTATION

I, the undersigned, as the proposer or legally authorized representative of the proposer, do hereby agree that:

- I have read and understood all instructions and stipulations contained in this RFP; AND
- All information included in this proposal, to the best of my knowledge, is accurate and meets the requirements set forth in this RFP; AND
- If selected, I will negotiate a contract for services with the District in good faith and in conformity to this RIP; AND
- I will comply with all applicable laws and regulations pertaining to the provision of legal services for Florida school board attorneys; AND
- I will maintain and provide verification upon request of the insurance requirements as set forth in this RFP.

Signature: E. Vern and Land	Date: July 16, 2018
Print Name: ENERMON DouglAS	Title: PARTACR

NON-COLLUSION AFFIDAVIT

State of Florida

County of <u>Hamilton</u>

EVIMON DOUGLES being first duly sworn, deposes and says that:
(1) He/she is the Owner, Partner, Officer, Representative, or Agent
of the Proposer that has submitted the attached Proposal;
(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
(3) Such Proposal is genuine and is not a collusive or sham Proposal;
(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents' representatives, owners, employees or parties in interest, including this affiant.
Signed, sealed, and delivered in the presence of:

Title:

Printed Name: E.VERNON L

Fee Structure

Flat monthly fee for Basic Services: \$4,250.00

Hourly fee for Additional Services: \$225.00/hour for attorneys; \$60/hour for paralegals

***Also see Proposed Legal Services Contract Attached at the end of the packet.

LEGAL SERVICES CONTRACT

THIS AGREEMENT dated and entered into effective the 1st day of September 2018, by and between the SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA, (the "Board") and Douglas Law PA d/b/a Douglas & Carter, 177 NW Madison St, Lake City, Florida, 32055, (the "Law Firm"), and E. Vernon Douglas, Patrick Douglas and Sara Carter of the Law Firm (the "Attorneys").

WITNESSETH:

The Board, Law Firm and the Attorney agrees as follows:

- 1. The Board hereby contracts with the Law Firm to provide legal services to the Board.
- 2. E. Vernon Douglas. Patrick Douglas and Sara Carter shall be the attorneys from the firm with the primary responsibility for all matters relating to this Agreement.
- 3. The Law Firm and the Attorneys have been retained and paid by the Board as an independent contractor performing legal services on behalf of the Board. The Law Firm and the Attorneys are not employees of the Board.
- 4. The term of this Agreement shall commence on September 1, 2018 and end on August 30, 2021. Thereafter, it is anticipated that the term of the legal services Agreement shall be renewed for a three (3) year term.
- 5. Either party may terminate this contract by giving of sixty (60) days written notice to the other, for any reason whatever, and the provisions herein shall be null and void and of no effect upon such termination.
- 6. The Law Firm and Attorneys are retained by the Board, report directly to the Board, and shall be directly responsible to the Board. Provided, however, nothing in this Agreement

shall be construed to prohibit or preclude the rendition of legal services to the Superintendent of Schools and the members of the Superintendent's supervisory staff. It is the express intend of the Board, Law Firm and Attorneys that the legal advice, counsel and services of the Attorneys shall be available to the Superintendent and the Superintendent's staff, and to such other of the Board's employees as the Board shall designate. When providing legal advice, counsel and services to the Superintendent of Schools or other supervisory staff, from time to time situations may develop in which the rendition of legal advice and services to the Superintendent, or other supervisory staff, may later create or result in a conflict of interest or potential conflict of interest with the Law Firm and Attorneys' representation of the Board. At such time as it appears to the Attorneys that a conflict of interest exists or may exist, the Attorneys shall promptly notify the Board Chair and Superintendent, or other supervisory staff, of such conflict or potential conflict. In all instances the Board is the client of the Law Firm and Attorneys and the Law Firm's and Attorneys' representation shall not be directly adverse to the Board's interest.

BASIC SERVICES

- 7. The Basic Services to be provided by the Attorney shall include:
 - (a) Attendance to all regular and special school board meetings, including workshops, when specifically requested by the Board or the Superintendent, not to exceed three(3) per month;
 - (b) Providing legal advice to the Board Members, the Superintendent, Assistant Superintendents, and authorized members of the Superintendent's supervisory staff including Directors, and other employees of the Board when Specifically requested by the Board, Superintendent or an Assistant Superintendent;

- (c) Representation of the board or a Board Member serving as Hearing Officers at uncontested expulsion or discipline hearings, including but not limited to, advising the Board or Hearing Officer on matters of law, assisting the Board or Hearing Officer in the conduct of the hearing, and preparation of Recommended and Final Orders;
- (d) Representation of the Board at uncontested Individual Education Plan Meetings, conferences or hearings;
- (e) Representation of the Board at rule making administrative hearings before the Board;
- (f) Reviewing proposed Board Policies and assisting Administration in drafting or preparing revisions to specific Policies upon request by the Board or Superintendent;
- (g) Assisting the Board in obtaining outside counsel whenever appropriate, and
- (h) Reviewing and offering counseling on revisions to routine contracts or other required written documents on behalf of the Board.
- 8. In the event of unavailability of the Attorneys, the Attorneys may authorize other attorneys in the Law Firm, or the Attorneys may make arrangements, at no additional expense to the Board, to have a well-informed colleague assist with the Basic Services.
- 9. As prescribed by The Florida Bar, the following factors will be considered as guides when determining the reasonableness of fees for legal services: (1) the time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal services properly; (2) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee customarily charges in the

locality for similar services; (4) the amount involved and the result obtained; (5) the time limitations imposed by the Board or by the circumstances; (6) the nature and length of the professional relationship with the Board; and (7) the experience, reputation and ability of the attorneys performing the services.

The Law Firm shall be compensated for Basic Services as follows:

- (a) For the period of September 1, 2018 to August 30, 2019 at the rate of \$4,250.00 per month.
- (b) For the period of September 1, 2019 to August 30, 2020 at the rate of \$4,450.00 per month.
- (c) For the period of September 1, 2020 to August 30, 2021 at the rate of \$4,650.00 per month.

ADDITIONAL SERVICES

10. The Attorneys shall also represent the Board for matters in addition to the Basic Services (the "Additional Services"). Such Additional Services involving the School District may include, but are not limited to: litigation, including services performed in anticipation of litigation, arbitration, administrative proceedings, appeals, real estate matters, construction contracts and other construction related matters, charter school issues, contested expulsion and disciplinary proceedings in which the respondent in represented by legal counsel or in which the issues involved reasonably expose the Board to risk of future litigation, condemnation proceedings, Bond Financing related matters, zoning, planning and concurrency matters, collective bargaining matters, garnishment proceedings, drafting of legal documents, contracts, agreements, instruments, and resolutions for execution by the Board, and reviewing and redrafting of School Board policies upon request.

- 11. Additional services shall be charged in increment of one tenth of an hour for the actual attorney time rendered.
- 12. The Attorneys shall be compensated for Additional Services for the period of July 1, 2018 to June 30, 2021 at the rate of \$225.00 per hour. The attorney shall be compensated for Additional Services for garnishment proceedings for the period of July 1, 2018 to June 30, 2021 at the rate of \$225.00 per hour, with a one-hour minimum charge, to be reimbursed in part by the Plaintiff and the Defendant per Chapter 77, Florida Statutes.
- 13. In the event of the unavailability of the Attorneys, or for matters in which another member of the law firm has expertise which would benefit the Board, the Attorneys may authorize other attorneys in the Law Firm to assist with Additional Services.
- 14. The Attorneys and the Board acknowledge and agree that the hour rate charged for Additional Services is reduced from the Attorneys' standard hourly rate for similar services to non-public agencies. It is not the intent of the Board to limit the rate or amount which may be determined by a Court or Hearing Officer to be reasonable attorneys' fees in a particular matter. In the event a Court or Hearing Officer determines that the Board is entitled to recover its attorneys' fees from an adverse party, the attorneys' fees shall be the greater of the reasonable attorncys' fees awarded by the Court of the attorneys' fees calculated as set forth.

BILLING AND EXPENSES

15. Invoices for Basic Services shall be submitted monthly. Invoice for Additional Services shall include an itemized description of services rendered and be submitted monthly. Invoices are payable within fifteen (15) days of the date of receipt.

- 16. (a) The Attorneys shall be reimbursed for expenses incurred on behalf of the School District (i.e., cellular and long-distance telephone calls, photocopying, delivery charges, and postage expenses, and the like) at the rate of 1.0 times the actual expenses. All reimbursable related to Basic Services shall be itemized and included in the monthly invoice. All reimbursable expenses related to Additional Services shall be included on the Additional Services invoice. Any reimbursable expenses over \$300.00 may be billed directly to the Board. The Board agrees to pay these bills on a timely basis, according to their terms.
 - (b) The Board will reimburse the Law Firm for annual dues and assessment actually paid for the Attorneys Association and The National Council of School Board Attorneys. Such membership fee reimbursement requests shall be submitted with the Basic Services invoice.
 - (c) The Board will reimburse all travel expenses in accordance with School Board Policy 7.17 for the Attorney to attend out-of-district Florida School Board Attorneys Association meetings, and for School District matters. Such expenses shall be submitted for reimbursement with the Basic Services or Additional Services invoices as appropriate.
- 17. If payment of all or part of the Board's reasonable attorneys' fees is made by an adverse party pursuant to agreement or court order, such payment shall be first credited to any outstanding amount due, including interest, and any balance shall be reimbursed to the Board.

MISCELLANEOUS

18. The Law Firm shall at all times maintain Professional Liability coverage with minimum limits of liability as follows:

\$100,000.00 per claim

\$300,000.00 total limit

\$10,000.00 deductible or less, for which the Law Firm will be responsible.

19. To enable the Law Firm effectively render the services contemplated, the Board agrees to disclose fully and accurately all facts and keep the Law Firm apprised of all developments relating to pending matters before the Board. The Board agrees to cooperate fully with the Law Firm and to make itself or its representatives available to attend meetings, conferences, hearings and other proceedings as necessary.

20. The Board acknowledges that the Board and the Law Firm have made no guarantees as to the outcome of any matter for which the Law Firm provides services.

Dated and agreed as of the _____ day of _____, 2018.

DOUGLAS LAW PA D/B/A DOUGLAS & CARTER

PATRICK VERNON DOUGLAS, Owner Douglas Law PA d/b/a Douglas & Carter 177 NW Madison St. Lake City, FL 32055

SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA

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