

**LEGAL SERVICES CONTRACT**

THIS AGREEMENT dated and entered into effective the 1<sup>st</sup> 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 is 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 attorneys' 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 7<sup>th</sup> day of August, 2018.

DOUGLAS LAW PA D/B/A DOUGLAS & CARTER

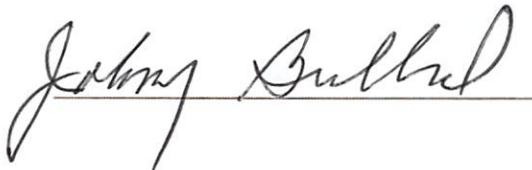
  
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SARA JANE CARTER Owner  
Douglas Law PA d/b/a Douglas & Carter  
177 NW Madison St.  
Lake City, FL 32055

SCHOOL BOARD OF HAMILTON  
COUNTY, FLORIDA

APPROVED BY HAMILTON SCHOOL BOARD

ON 8/14/18

  
\_\_\_\_\_  
Rex Mitchell  
SUPERINTENDENT

  
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Johnny Bullard