

**LEGAL SERVICES AGREEMENT**

THIS AGREEMENT is made as of the 10<sup>th</sup> day of Aug. in the year 2021, between The School Board of Hamilton County, Florida, whose address is 5683 US Highway 129 South – Suite 1, Jasper, FL 32052 (hereinafter referred to as the "SCHOOL BOARD"), and Douglas Law, P.A., d/b/a Douglas & Douglas, whose address is 177 NW Madison Street, Lake City, FL 32055 (hereinafter referred to as the "PROFESSIONAL") for the provision of legal services to the SCHOOL BOARD.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Term:** The term of this Agreement shall commence on September 1, 2021 and end on August 31, 2024. Thereafter, it is anticipated that the term of this Agreement shall be renewed for a three (3) year term.
2. **Basic Services:** The PROFESSIONAL shall perform the following services (hereinafter "Basic Services"):
  - A) Attendance at all regular and special school board meetings, including workshops, not to exceed three (3) per month;
  - B) Providing legal advice to the Board Members, the Superintendent, Assistant Superintendent(s) 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 Officer at uncontested expulsion of 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 District at Individualized Education Plan (IEP) or 504 meetings or conferences;
  - E) Representation of the Board at rule making public hearings before the Board;
  - F) Review of 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) Drafting, review and/or revision of routine contracts and other required written documents on behalf of the Board.
3. **Additional Services:** The PROFESSIONAL may provide representation to the SCHOOL BOARD for matters in addition to the Basic Services, including but 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 involve reasonably expose the Board to risk of future litigation, condemnation proceedings, bond financing related matters, planning and zoning matters, collective bargaining, garnishment proceedings, and drafting of legal documents, contracts, agreements, instruments and resolutions for execution by the Board in addition to the those contemplated as Basic Services. These services are referred to herein as "Additional Services."

4. Payment: SCHOOL BOARD shall compensate PROFESSIONAL for its services as follows:

- (a) SCHOOL BOARD shall pay PROFESSIONAL \$4,650 per month for Basic Services the entire term of the Agreement.
- (b) SCHOOL BOARD agrees to pay \$225.00 per hour for any Additional Services rendered by PROFESSIONAL, with Additional Services being charged in increments of one tenth of an hour for the actual time spent on each task.
- (c) PROFESSIONAL and the SCHOOL BOARD acknowledge and agree that the hourly rate charge 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 SCHOOL BOARD to limit the rate or amount which may be determined by a Court or Hearing Officer to be a reasonable attorneys' fee in a particular matter. In the event a Court or Hearing Officer determines that the SCHOOL BOARD or DISTRICT 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 or the attorneys' fees calculated as set forth herein. If payment of all or part of the SCHOOL 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 SCHOOL BOARD.

5. Billing and Expenses.

- (a) Invoices for hourly rate services shall be submitted on a monthly basis and shall include the following detail for each separate task performed:
  - (a) The date the task was performed;
  - (b) identification, by name or initials, of the person performing the task;
  - (c) a description, with reasonable particularity, of the task;
  - (d) the actual time expended to perform the task; provided, however, that the actual time may be rounded up to the nearest one-tenth of an hour;
  - (e) the hourly rate applicable to the individual performing the task; and
  - (f) the fee being charged for the task.

Invoices are payable within thirty (30) days of receipt.

- (b) PROFESSIONAL shall be reimbursed the actual cost of any expense incurred on behalf of the SCHOOL BOARD (postage, photocopies, delivery charges, transcripts, court reporter per diem and the like). All reimbursable expenses related to Basic Services shall be itemized and included in the monthly invoice. All reimbursement expenses related to Additional Services shall be included on the Additional Services invoice. Any reimbursable expense over \$300.00 may be billed directly to the SCHOOL BOARD.

- (c) The SCHOOL BOARD will reimburse PROFESSIONAL for annual dues and assessment actually paid for the Florida School Board Attorneys' Association (FSBAA) or the National Council of School Board Attorneys (COSA). Such membership fee reimbursement requests shall be submitted with the Basic Services invoice.

6. Insurance: The PROFESSIONAL shall at all times maintain Professional Liability coverage with minimum limits of liability as follows:

\$500,000 per claim

\$1,000,000 total limit

\$5,000 deductible for which PROFESSIONAL will be responsible.

7. Independent Contractor: The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the PROFESSIONAL. PROFESSIONAL shall be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.
8. Cooperation and No Guarantee of Outcome. To enable PROFESSIONAL to effectively render the services contemplated, SCHOOL BOARD agrees to disclose fully and accurately all facts and keep PROFESSIONAL apprised of all developments relating to pending matters before the SCHOOL BOARD. The SCHOOL BOARD agrees to cooperate fully with PROFESSIONAL to make itself or its representatives available to attend meetings, conferences, hearings and other proceedings as necessary. SCHOOL BOARD acknowledges that the PROFESSIONAL has made no guarantees as to outcome for any matter for which it provides services.
9. Assignment: Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
10. No Third Party Beneficiaries: This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the SCHOOL BOARD.
11. Jurisdiction: The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in the appropriate court of subject matter jurisdiction, in and for Hamilton County, Florida.
12. Termination: All or part of this Agreement may be terminated by either party, for its convenience, upon no less than sixty (60) days written notice to the other of such intent to terminate. In such

event, the PROFESSIONAL will be entitled to compensation for services competently performed up through and including the date of termination.

13. Disclosure of Conflict: The PROFESSIONAL has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and its duties under this Agreement.
14. Modifications and Amendments: This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and SCHOOL BOARD.
15. Entire Agreement: This constitutes the entire agreement between SCHOOL BOARD and PROFESSIONAL and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.
16. Severability Clause: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.
17. Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
18. Maintenance and Public Access to Records. Appendix A is attached and made a part of this agreement.
19. Use of E-verify.
  - A. Pursuant to Fla. Stat. § 448.095, effective July 1, 2020, PROFESSIONAL shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired during the term of this Agreement.
  - B. Subcontractors
    - (i) Professional shall also require all subcontractors performing work under this Agreement to register with and use the E-Verify system for any employees they may hire during the term of this Agreement.
    - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
    - (iii) Professional shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
  - C. PROFESSIONAL must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
  - D. Failure to comply with this provision is a material breach of the Agreement, and SCHOOL BOARD may choose to terminate the Agreement at its sole discretion. PROFESSIONAL may be liable for all costs associated with SCHOOL BOARD securing the same services, including, but not limited to, higher costs for the same services and rebidding costs (if necessary).



## **APPENDIX A**

### **THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA** **Agreement Rider Maintenance and Public Access to Records**

In compliance with Section 119.0701, Florida Statutes (2016) the Vendor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by Board in order to perform the services provided by the Vendor. Any documents created by the Vendor related to this contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Vendor or keep and maintain public records required by the Board to perform the service. If the Vendor transfers all public records to the Board upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.
- E. If the Vendor does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Failure of Vendor to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the Vendor to compel production of public records where the Vendor has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Vendor as authorized by 119.0701, Fla. Stat.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE VENDOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA: Dorothy Wetherington-Zamora, Superintendent, The School District of Hamilton County, Florida , 5683 South US Highway 129, Suite 1, Jasper, Florida 32052, email address: dorothea.zamora@hamiltonfl.com. telephone number (386) 792-7802.**