

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 2021 by and between the **HERNANDO COUNTY SCHOOL BOARD**, (hereinafter the "School Board") and **McCLAIN ALFONSO, P.A.**, a Legal Professional Association (hereinafter "Law Firm").

WITNESSETH

WHEREAS the School Board and the Law Firm desire to enter into an Agreement whereby the Law Firm shall provide legal services, advice, and counsel to the School Board and both parties desire to set forth the provisions of their agreement in writing.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the receipt, and the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Scope of Services: The Law Firm shall provide legal services, advice, and legal counsel to the School Board during the term of this Agreement, of the nature and type generally described in the attached Exhibit "A" which is incorporated herein by this reference.

2. Rates for Legal Services: The School Board will pay a monthly retainer of \$4,950.¹ This amount represents minimum monthly payment for attorney availability for legal services specified in Exhibit "A" attached hereto. To the extent that the School Board's needs for legal services exceed the hours of retainer payments, the School Board agrees to pay the Law Firm for attorney services for non-Board-Certified attorneys at the rate of \$165 per hour, and for Board Certified attorneys at the rate of \$200 per hour, for both litigation and non-litigation services. The initial increment for billable time shall be measured in tenths of an hour (rather than in quarters of an hour).

3. Costs: The School Board agrees to pay and/or reimburse the firm for all costs advanced or expended on the School Board's behalf. To the extent utilized by the firm to more efficiently and economically serve the Board's legal needs, law clerks and legal assistants may be utilized, and shall be compensated at the rate of \$55.00 per hour. The firm shall not charge the School Board mileage charges associated with travel to or within Hernando County for school board meetings, workshops, or other district meeting. Additionally, the School Board shall maintain membership dues for a designated representative of the firm in the Florida School Board Attorneys Association (FSBAA) for the District at School Board expense. Neither mileage nor attorney time related to travel or overnights for attendance at FSBAA conferences shall be billed to the School Board by the firm.

4. Duration of Engagement: The term of this agreement shall be one (1) year, beginning December 1, 2021, and may be renewed by the parties annually thereafter. Nevertheless, the Parties recognize that the Law Firm shall serve at the pleasure of the School Board, and may be terminated at the pleasure of the School Board without cause. In such circumstance, the School

¹ This amount represents an estimate of 30 hours per month at the rate of 165 per hour, or 24.75 hours at the rate of \$200 per hour.

Board would be responsible for payment to the Law Firm of the retainer discussed above and any legal services performed through the end of the monthly period for which any Legal services were rendered.

The Law Firm may terminate this Agreement upon providing the School Board six (6) months advance notice, or such longer or shorter notice as the School Board may decide to be necessary or desirable in order to facilitate transition of the representation to the lawyer, lawyers, or law firm which the School Board chooses to succeed the Law Firm.

5. Periodic Billing: The Law Firm shall invoice the School Board for the retainer, legal services and costs on a monthly basis, and the School Board shall pay said invoice within 30 days of receipt.

6. Insurance: The Law Firm shall maintain in full force and effect its present policy of professional liability insurance with its existing coverage limits for the duration of this contract. The Law Firm may change insurers or increase the limits of coverage, at its option. The Law Firm will provide the School Board with evidence of this coverage upon request.

7. Ownership of Files: All files and the contents thereof, heretofore or hereafter created and maintained by the Law Firm in the performance of its duties as set out herein, shall be deemed to be the property of the Law Firm. Nothing contained in this contract shall be deemed to preclude the Law Firm from delivering to the School Board or any other person designated by the School Board, all documents possessed by the Law Firm, where such documents are classified as public records under Florida law.

8. Access to Information and Materials: In the recognition of the confidential relationship between the School Board and the Law Firm, the School Board does hereby provide to the Law Firm full and complete access to any and all information, documentation, photographs, files, reports, evaluations, drafts, letters, papers, computer print-outs, contracts, agreements, conveyances, publications, resolutions, budgets, budget materials, records, minutes, agendas, correspondence, notices, memorandums, policies, and any and all other writings or written materials in the possession, custody or control of the School Board and/or the unit of local government. The School Board does further agree to provide the Law Firm, without cost and upon request, with the original or copies thereof, of any and all of the foregoing materials, whether or not such materials are classified as "confidential" or otherwise classified to exclude the same from being a public record.

9. Conflicts of Interest: The Law Firm shall take all reasonable action to avoid taking on representation of any clients where there may be a conflict of interest, as follows:

A. Superintendent: In the event that it becomes necessary or desirable for the School Board to retain a separate attorney because of circumstances that may create a conflict of interest between the Superintendent and the School Board, the Law Firm shall represent the School Board in all such instances.

B. Pre-Existing Governmental Client: Prior to the execution of this Agreement,

the Law Firm has been engaged by contract to provide legal services to the District School Board of Pasco County, Florida and the Clerk of Circuit Court and Pasco County Comptroller. Although no conflicts of interest are contemplated between either of these Law Firm clients, in the event that such a conflict occurs, the Law Firm shall take all reasonable action to facilitate resolution of such conflict. In the event that such conflicts are irreconcilable with such clients, the School Board recognizes that it may be required to obtain legal advice and/or services from independent counsel other than the Law Firm.

C. Other Law Firm Clients: The School Board shall be given a *most favored client status* as to any Law Firm client and potential client of the Law Firm during the term of this Agreement, except as stated above. If any other representation of the Law Firm presents a potential conflict of interest with the Law Firm's representation of the School Board, the Law Firm shall seek to avoid such other representation and cause the other client to secure other legal representation.

D. Upon Termination of this Agreement: In the event that this Agreement is terminated, any conflicts of interest shall be deemed to be immediately waived, unless no such waiver is required according to the Florida Rules of Professional Conduct.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first indicated.

ATTEST:

HERNANDO COUNTY SCHOOL BOARD

BY:

John Stratton, Superintendent

Board Chair

McCLAIN ALFONSO, P.A.

BY:

Dennis J. Alfonso, Shareholder

EXHIBIT "A"

I Scope of Services

1. Scope of Services for which hourly compensation is contemplated by this agreement are the following:

A. Attend all regular and special School Board meetings and workshops, except as otherwise excused by the School Board.

B. When requested, attend meetings concerning Special Education issues.

C. Promptly respond to written, oral, electronic, and telephonic communications from School Board Members, Superintendent, and authorized staff. This agreement recognizes that situations may occur or develop for School Board Members which require "emergency" access to the Law Firm by School Board or the Superintendent outside of the ordinary business hours. The School Board members and Superintendent shall have the access to the personal cell and home telephone numbers for designated, emergency attorney contacts of the Law Firm.

D. The Law Firm agrees that, if requested by the School Board, it shall work with the School Board and Superintendent to schedule periods of time during which an attorney member of the Law Firm present on-site at the School Board Administrative office, for "office hours" to facilitate access to the Law Firm by School Board Members, the Superintendent, and/or authorized staff.

E. Represent the School Board at public meetings or gatherings in Hernando County as requested by the School Board or Superintendent.

F. Prepare items for the School Board's agenda when directed by the School Board or requested by the Superintendent.

G. Represent the School Board orally and in writing when correspondence or communications are referred or submitted for the Law Firm's response.

H. Review and prepare construction contracts, service contracts, employment contracts, and other contracts, as requested or as necessary.

I. Review and make procedural and substantive recommendations regarding employee suspension, discipline, or termination. This may include attendance at pre-determination hearings as requested by the School Board or the Superintendent.

J. Review and make procedural and substantive recommendations regarding student suspension and expulsion.

- K. Review and update established legal procedures as necessary.
- L. Review and make recommendations regarding proposed School Board rules and policies.
- M. Litigation in County, State and Federal Courts.
- N. Litigation in arbitration proceedings.
- O. Litigation in administrative hearings.
- P. Represent the Board in employee grievance proceedings.
- Q. Real estate acquisitions and closings.
- R. Attendance at collective bargaining sessions, as requested.
- S. Out-of-County appearance for the purpose of lobbying for or against proposed legislation.
- T. Review and approval of documents and issuance of any necessary legal opinions related to tax anticipation notes, certificates of participation bond issues or other borrowing documents.
- U. The School Board currently participates in the North East Florida Educational Consortium (NEFEC) under which it has a combined limited self-insurance program for property protection, general liability, automobile liability, workers' compensation, money and securities, employee fidelity and faithful performance, boiler and machinery, and other coverage. The Law Firm's role with regard to such claims shall limited to assisting defense counsel, and advising the Superintendent and School Board as may be necessary to facilitate defense of such claims.
- V. Such other matters as the parties may agree. Although it is contemplated that the School Board will use the Law Firm for the legal services provided by this Agreement, if the legal needs of the School Board present a demand for a unique or specialized legal skill that the Law Firm does not regularly provide to its clients, the Law Firm shall inform the School Board that such specialized legal services are required or advisable. The Law Firm shall recommend that the School Board retain such other competent legal counsel at School Board expense to represent it with respect to the exceptional matter. In accordance with School Board policies, any such legal matter referred to other legal counsel will require the approval of the School Board according to established School Board policies and procedures.