

# **CONTRACT**

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

THIS AGREEMENT effective on the 12<sup>th</sup> day of January 2017, by and between the School Board of Santa Rosa County, Florida, herein after referred to as the "School Board," and Paul R. Green, herein after referred to as the "School Board Attorney."

WHEREAS, the School Board is authorized by law and regulation to retain a competent attorney to render legal services; and,

WHEREAS, on December 6, 2016, at it's regular meeting, the School Board appointed Paul R. Green to serve in the capacity of School Board Attorney. Said appointment to commence at the expiration of the current contract; and,

WHEREAS, both the School Board and the School Board Attorney desire to enter into a written contractual agreement outlining certain matters pertaining to the services to be performed by the School Board Attorney, method, and amount of compensation for services and other factors pertaining to the contractual relationship;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

- (1) The School Board Attorney is employed to and agrees to act as general legal counsel to the School Board and shall furnish necessary legal advice, counsel and services to the School Board during the term of this contract.
- (2) The term of this contract shall run from January 12, 2017 through January 13, 2021.

(3) The School Board Attorney shall be compensated for his legal services in the following manner:

a. A retainer fee of \$416.66 shall be paid to the School Board Attorney each month. The said retainer fee shall cover and include all of the School Board Attorney's time spent attending regular or special School Board meetings and other matters, and shall further include advice of a general nature given to School Board members, Superintendent and designated members of administration between School Board meetings. The amount of the retainer fees has been arrived at on the basis of compensation at the rate of \$150.00 per hour for attendance at meetings plus general advice. The parties recognize and acknowledge, however, that the total number of meeting hours per month and the time spent giving advice of a general nature may vary from time to time, and therefore, the retainer fee has been set at a specified figure.

b. The School Board Attorney shall receive compensation at the rate of \$150.00 per hour for services performed on behalf of the School Board outside of and in addition to the meeting hours specified and referred to in the paragraph above, and the advice of a general nature likewise referred to in the paragraph above. The School Board Attorney shall submit an itemized monthly statement for services rendered to the School Board during the previous months.

c. In the event the School Board Attorney represents the School Board as local counsel on any bond issues or similar financing during the term of this contract, the School Board Attorney's fee for said representation shall be payable from bond proceeds.

d. The School Board shall reimburse to the School Board Attorney those reasonable and necessary costs, which are expended by the School Board Attorney in his representation of the School Board. Said reimbursable expenses shall be listed in a separate category on monthly statements submitted to the School Board by the School Board Attorney for approval.

(4) The parties recognize and acknowledge that the School Board Attorney is a member of a Professional Association composed of other attorneys in addition to himself. The School Board Attorney shall have the discretion to assign particular matters pertaining to the School Board to other members of his firm or to other special counsel, upon approval of the School Board if such an assignment is indicated by the circumstances.

(5) The parties recognize and agree that it is to the benefit of the School Board to have the School Board Attorney attend legal seminars and conferences sponsored by the Florida School Board Attorney's Association, the National Organization of Legal Problems in Education (NOLPE), and the National School Board Association. The School Board shall reimburse the School Board Attorney for payment of annual dues and memberships in the aforementioned organizations, registration fee for approved legal seminars and conferences and shall further reimburse expenses to the School Board Attorney for approved travel in accordance with the provisions set forth in Florida Statute 112.061, recognizing that the reimbursement will not cover all reasonable and necessary expenses incurred by the School Board Attorney. The School Board Attorney agrees that the only charge to the School Board for attendance at the aforementioned conferences shall be the reimbursement of expenses, as aforesaid, and no charge shall be made for the

time spent by the School Board Attorney in traveling to and from the meetings and attendance at the meetings.

(6) The School Board agrees to defend in the School Board Attorney name and behalf any suit or proceeding against the School Board Attorney alleging damages from actions by the School Board Attorney arising out of or in the course of the performance of his representations of the School Board, even if any of the allegations of any such suit or proceedings are groundless, false or fraudulent.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESSES:

SCHOOL BOARD OF SANTA  
ROSA COUNTY, FLORIDA

By: \_\_\_\_\_  
Timothy S. Wyrosdick  
Superintendent

\_\_\_\_\_  
PAUL R. GREEN