

## **AGREEMENT FOR SCHOOL BOARD ATTORNEY SERVICES**

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

THIS AGREEMENT is effective on the 17th day of November 2020, by and between the School Board of Santa Rosa County, Florida, herein after referred to as the "School Board," and Sniffen & Spellman, P.A., 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 October 22nd, 2020, at its regular meeting, the School Board selected Terry J. Harmon with Sniffen & Spellman, P.A. to serve in the capacity of School Board Attorney. Said appointment was to commence on November 17th, 2020, so long as a written agreement for school board attorney services was approved by the School Board; and,

WHEREAS, 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 contracted 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 Agreement. Terry J. Harmon shall formally serve in the role as the School Board Attorney although other attorneys employed by Sniffen & Spellman, P.A. may from time-to-time provide legal services to the School Board pursuant to the terms of this Agreement.
- 2) The School Board Attorney shall be considered an independent contractor and not an employee of the School Board.
- 3) The term of this Agreement shall be a five (5) year term to run from November 17th, 2020, through November 16th, 2025, with the option to renew for an additional five (5) years upon successful completion of the initial contract term and written agreement of the parties. Either party may cancel the Agreement, without reason, with written notification. Cancellation must be provided in writing with one hundred twenty (120) days advance notice. Silence from both parties will be considered as acceptance for another contract year at the same terms and conditions as set forth herein. This condition is not to preclude providing the lowest possible price based on current economic conditions. If economic conditions warrant a change in the conditions or terms of the contract, either party may exercise the cancellation privilege on the next anniversary date without prejudice. This Agreement may be canceled by the Santa Rosa County School Board, at any time, for the School Board Attorney's failure to comply with

contract specifications. Funding for this Agreement is subject to availability of appropriated funds. Invoices must identify all services provided under this Agreement and must be broken down in 6-minute increments to allow for a proper preaudit and postaudit.

- 4) Notice of noncompliance per 2 CFR Appendix II to Part 200(A) and Florida Statute 287.058: should the School Board Attorney fail to fulfill obligations in part or whole of the Agreement, the School Board will issue a Notice of Noncompliance to the School Board Attorney. The Notice of Noncompliance will detail the infraction(s), remedy(ies) and the date in which compliance must be met. Failure to correct the deficiencies after the issuance of the notice, the School Board will move to terminate the contract as outlined in paragraph 5 below.
- 5) Termination per 2 CFR Appendix II to Part 200(B) and Florida Statute 287.058:
  - a) The School Board may terminate this Agreement, in part or in whole, for its convenience or the failure of the School Board Attorney to fulfill contractual obligations. The School Board shall terminate by delivering to the School Board Attorney a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the School Board Attorney shall:
    - i) Immediately discontinue all services affected except for actions the School Board Attorney must take to protect the School Board's legal interests (unless the notice directs otherwise).
    - ii) Deliver to the School Board all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.
  - b) If the Agreement is terminated by the School Board, the School Board shall only be liable for payment for services rendered before the effective date of the termination.
- 6) The School Board Attorney shall be compensated for legal services in the following manner:
  - a) A monthly retainer in the amount of \$10,000.00. The said retainer fee shall cover and include all of the School Board Attorney's time spent attending regular or special School Board meetings, providing legal advice and guidance as needed to the School Board, Superintendent and designated members of administration (at the direction of the School Board or Superintendent), representing the School Board in Exceptional Student Education (ESE) Due Process Hearings (unless a conflict exists), and performing other general counsel-type legal services. It is understood that unless agreed to by the School Board and with the exception of special projects or litigation (addressed below), all time spent on matters and issues related to School Board Attorney services will be included within the monthly retainer.
    - i) The parties agree that the monthly retainer amount may be reviewed and reconsidered after 180 days of the effective date of this Agreement.
  - b) The School Board will be billed on a monthly basis and will be provided with an itemized statement identifying specifically what work was performed on each specific date.

Although the monthly retainer shall not exceed \$10,000.00, the School Board Attorney's monthly invoices will reflect \$185.00 for work performed by Terry J. Harmon, partners and shareholders, \$160.00 for work performed by all other attorneys, \$70.00 for work performed by paralegals, and \$50.00 for work performed by law clerks.

- i) 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.
- c) It also agreed that the School Board Attorney may be engaged to represent the School Board in various special projects and in litigation matters that are not included as part of the services included within the monthly retainer. Special projects and litigation matters not included within the monthly retainer will not be undertaken without written approval from the Superintendent or School Board.
  - i) With respect to such matters, the School Board Attorney shall open separate billing files and shall bill the School Board separately by specific matter for attorney's fees and costs incurred. The law firm's billing records will be based upon a reduced hourly rate of \$185.00 for work performed by Terry J. Harmon, partners and shareholders, \$160.00 for work performed by all other attorneys, \$70.00 for work performed by paralegals, and \$50.00 for work performed by law clerks. Separate billing files will be opened for all matters not covered by the monthly retainer and a separate invoice will be sent for all such matters. All reimbursable expenses will be itemized. An estimate of the cost to handle a matter will be provided prior to the commencement of work, if requested.
  - d) 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 Agreement, the School Board Attorney's fee for said representation shall be payable from bond proceeds.
- 7) The School Board Attorney shall, at its own expense, obtain and maintain all necessary governmental credentials and licenses required for providing legal services.
- 8) The School Board Attorney shall be required to carry insurance and shall include the following:
  - a) The School Board Attorney shall furnish proof of the following insurance to the Board by Certificate of Insurance:
    - i) The Certificate of Insurance shall state that the School Board, including its agents and employees, are additional insureds under the policy or policies.
    - ii) The School Board Attorney shall provide Certificates of Insurance to the District's Risk Manager at 6032 Hwy 90, Milton, FL, 32570 prior to the start of any work under this Contract.

- iii) The School Board Attorney's insurers shall provide thirty (30) days advance written notice via-certified mail in the event of cancellation of any insurance program required by this Agreement.
- iv) All insurance policies must meet the following qualifications:
  - (1) The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, Published by A.M. Best company.
  - v) With respect only to Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurer fund pursuant to Florida Statutes.
  - vi) Workers' Compensation Insurance. The Company shall maintain Workers' Compensation coverage as required by Florida Statute 440, covering all Company employees employed in connection with this contract and Employers Liability Insurance with minimum limits of \$1,000,000 per occurrence.
  - vii) Comprehensive General Liability Insurance. The Company shall procure and maintain for the life of the contract/agreement, Comprehensive Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the contract. The coverage must be on an occurrence form basis with minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability.
- 9) Indemnification / Hold Harmless. Sniffen & Spellman, P.A. shall defend, indemnify and save harmless the School Board and all School Board agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including court costs and attorneys' fees, caused as a result of negligence or intentional wrongdoing by Sniffen & Spellman, P.A. its agents or employees, in the performance of services under this Agreement.
- 10) The Jessica Lunsford Act: The Santa Rosa County School District reserves the right to refuse to accept services from any personnel deemed by the Santa Rosa County School District to be unqualified, disorderly, or otherwise unable to perform assigned work. This law, effective September 1, 2005, affects your business if you, your employees or your agents will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds. A copy of House Bill 1877, which was approved by the Governor on May 2, 2005 (Chapter 2005-28, L.O.F., section 21) may be found by accessing the following link on the internet: [http://laws.flrules.org/files/Ch\\_2005-028.pdf](http://laws.flrules.org/files/Ch_2005-028.pdf). The requirements of this new law must be met in order for the School Board to continue working with you. The implementation procedures for this new law, as well as the amendment of July 2007, are posted on our website, at: <http://srcsdhumanresources.weebly.com/jessica-lunsford.html>
- 11) Conflicts of interest as per F.S. 287.057(17). The School Board Attorney acknowledges that the terms of F.S. 287.057(17) apply to the terms of this Agreement.

- 12) 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 farther reimburse expenses to the School Board Attorney for approved travel in accordance with the provisions set forth in Florida Statute 112.061 and School Board Travel Policy, 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.
- 13) 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/its representation of the School Board, even if any of the allegations of any such suit or proceedings are groundless, false or fraudulent.
- 14) This Agreement constitutes the entire understanding and agreement between the parties relating to the provision of services by the School Board Attorney and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the Services. This agreement may be amended only by written instrument signed by each party.
- 15) This agreement is subject to and is to be construed according to the laws of the State of Florida and venue shall be in Santa Rosa County, Florida.
- 16) The School Board Attorney will comply with Florida's public records laws in relation to this Agreement, specifically to:
  1. Keep and maintain public records required by the School Board to perform the service.
  2. Upon request from the School Board's custodian of public records, provide the School 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 or as otherwise provided by law.
  3. 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 School Board Attorney does not transfer the records to the School Board.
  4. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in possession of the School Board Attorney or keep and maintain public records required

by the School Board to perform the service. If the School Board Attorney transfers all public records to the School Board upon completion of the Agreement, the School Board Attorney shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the School Board Attorney keeps and maintains public records upon completion of the Agreement, the School Board Attorney shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850)983-5030, carnleyc@santarosa.k12.fl.us, OR 6032 HWY 90, MILTON, FLORIDA 32570..**

IN WITNESS WHEREOF, the parties have set their hands and seals this 17th day of November, 2020.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHOOL BOARD OF SANTA ROSA  
COUNTY, FLORIDA

By: \_\_\_\_\_  
Karen Barber  
Superintendent

\_\_\_\_\_  
Terry Harmon